

LAKE COUNTY RFP NO. 13-0313

**AGREEMENT FOR THE DISPOSAL OF
CLASS I WASTE**

BETWEEN

LAKE COUNTY, FLORIDA

AND

[CONTRACTOR]

[Version 1A: LANDFILL FACILITY]

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AGREEMENT FOR THE
DISPOSAL OF CLASS I WASTE

This "Agreement for the Disposal of Class I Waste" ("Agreement") is made and entered into this ____ day of _____, 2013 ("Effective Date"), by and between Lake County, Florida ("County"), a political subdivision of the State of Florida, and _____ ("Contractor"), a _____ corporation, which is authorized to do business in the State of Florida.

W I T N E S S E T H :

WHEREAS, the County is responsible for the disposal of the Solid Waste generated in the County; and

WHEREAS, on _____, 2013, the County issued a Request for Proposals (RFP No. 13-_____) for the disposal of the County's Class I Waste; and

WHEREAS, the Contractor submitted a proposal to provide Solid Waste disposal services for the County; and

WHEREAS, the County reviewed all of the proposals that were submitted in response to RFP No. 13-_____ and, in reliance on the information provided by the Contractor, the County concluded that the Contractor submitted the best proposal, when considered in light of the County's evaluation criteria and the County's best interests; and

WHEREAS, the County wishes to use and the Contractor wishes to provide the Contractor's services for the disposal of Class I Waste, subject to the conditions and limitations contained in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the County agree that they shall comply with and be bound by all of the following provisions of this Agreement:

ARTICLE 1. DEFINITIONS

Whenever the following words and expressions are used in this Agreement, they shall be construed as follows:

1. "Acceptable Waste" means Solid Waste that may be disposed of lawfully in a Class I Landfill.
2. "Agreement" means this "Agreement for the Disposal of Class I Waste" between the County and the Contractor.
3. "Applicable Law" means any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, Permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are now in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the Term of this Agreement, and relate in any manner to the performance of the County or Contractor under this Agreement. Applicable Law includes applicable Environmental Law.
4. "Board" means the Board of County Commissioners of Lake County, Florida.
5. "Bulk Waste" means a large item that is discarded as a result of normal housekeeping activities on residential property, but cannot be placed in a garbage cart because of its size, shape, or weight. Bulk Waste includes, but is not limited to, white goods, furniture, household goods, materials resulting from home improvement projects, fixtures, sinks, toilets, ladders, electronic equipment, and carpet. Bulk Waste does not include large items that are not found in a residential dwelling unit.
6. "Certificate of Insurance" means a certificate evidencing the existence and current validity of the insurance policies required to be obtained by the Contractor under this Agreement.
7. "Change in Law" means (a) the adoption, promulgation, or modification of any Applicable Law after the Effective Date or (b) the imposition of any condition in connection with the issuance, renewal, or modification of any Permit after the Effective Date, which in the case of either (a) or (b) establishes requirements which directly and substantially affect the Contractor's or County's ability or cost to perform under this Agreement. However, a Change in Law does not include a change in any tax law or workers' compensation law, or a change in any law that results in an increase in the amount of any Host Fee or similar fee paid by the Contractor to the community where the Disposal Facility is located.
8. "Citation" means any warning letter, notice of violation, emergency order, cease and desist order, consent order, judgment, injunction, or other similar document issued by a court or administrative agency alleging or finding that the Contractor failed to comply with Applicable Law.
9. "Class I Landfill" means a landfill that lawfully receives Class I Waste.

10. "Class I Waste" means Solid Waste that is not Hazardous Waste and is not prohibited from disposal in a Solid Waste Disposal facility pursuant to FDEP Rule 62-701.300, F.A.C.

11. "Commencement Date" means the date stated in the County's Notice to Proceed when the County may begin to deliver, and the Contractor shall be prepared to receive, the County's Class I Waste at the Disposal Facility.

12. "Construction and Demolition Debris" means discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction, demolition, or renovation project, and including rocks, soils, tree remains, and other vegetative matter that normally results from land clearing or land development operations for a construction project.

13. "Consumer Price Index" or "CPI" means the "Consumer Price Index—All Urban Consumers" for the South Urban Region (Series ID CUUR0300SA0), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.

14. "Contractor" means _____, a _____
_____ corporation.

15. "County" means depending on the context, either (a) the geographic area contained within unincorporated Lake County, or (b) the government of Lake County, acting through the Board or its designee(s).

16. "County Manager" means the County's chief executive officer or their designee(s).

17. "Department" means the County's Solid Waste Department.

18. "Director" means the Director of the Department or his or her designee.

19. "Disposal Facility" means a Class I Landfill that has received all of the Permits necessary to lawfully receive and dispose of the County's Acceptable Waste. For the purposes of this Agreement, the Disposal Facility shall include each of the Solid Waste management facilities identified in Exhibit "E."

20. "Effective Date" means the date when this Agreement takes effect. The Effective Date is the date when this Agreement is signed and duly executed by the County, which shall occur after the Agreement is signed and duly executed by the Contractor.

21. "Environmental Law" means any applicable local, state or federal law, rule or regulation, or common law duty pertaining to the environment, natural resources, Pollution, or the public health and safety, or environmental clean-up or remediation, including, without limitation, the Comprehensive Environmental Response, Compensation

and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. § 4851 et seq.), and any analogous state or local laws, any amendments thereto, and the regulations promulgated pursuant to said laws, together with all amendments to any of the foregoing.

22. "EPA" means the United States Environmental Protection Agency.

23. "F.A.C." means the Florida Administrative Code.

24. "FDEP" means the Florida Department of Environmental Protection.

25. "Force Majeure" means:

(a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, fire, flood, explosion, acts of a public enemy, war, terrorism, blockade or insurrection, riot, or civil disturbance;

(b) The order or judgment of any federal, state, or local court, administrative agency or governmental body, excepting decisions of federal courts interpreting federal tax laws and decisions of state courts interpreting state tax laws, if it is not also the result of the misconduct or negligent action or inaction of the party relying thereon or of a Person for whom the party relying thereon is responsible; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;

(c) The failure to issue, suspension, termination, interruption, denial, or failure of renewal of any Permit or approval essential to the operation of the Disposal Facility; provided that such act or event is not the result of the misconduct or negligent action or inaction of the party relying thereon or of a Person for whom the party relying thereon is responsible; and provided further that neither the contesting in good faith of any such action nor the failure to so contest shall constitute or be construed as a measure of willful or negligent action or inaction of such party;

(d) A Change in Law;

(e) The failure of any appropriate federal, state, or local public agency or private utility having operational jurisdiction in the area in which the Disposal Facility is located, other than the County, to provide and maintain utilities, services, water and sewer

lines, and power transmission lines which are required for and essential to the operation of the Disposal Facility;

(f) Any unforeseen condition (including the presence of Hazardous Waste) which shall prevent, or require redesign or change in, the construction or operation of the Disposal Facility, provided that the condition was actually and constructively unknown to the party claiming a Force Majeure Event, and could have not been discovered with reasonable diligence by the party on or before the Effective Date of this Agreement; or

(g) The condemnation, taking, seizure, involuntary conversion, or requisition of title to or use of the Site or any material portion or part thereof taken by the action of any federal, state or local governmental agency or authorities, other than the County;

(h) Any act, event, or condition which is determined by mutual agreement of the County and Contractor to be of the same general type, and subject to the same conditions, as those set forth in subparagraphs (a) through (g), above.

"Force Majeure" shall not be deemed to include any act, event, or condition not described in subparagraphs (a) through (h) above, or any act, event, or condition over which a party relying thereon (including any Person for whose performance such party is responsible) reasonably has any influence or control or any act, event, or condition arising out of labor strikes, labor shortages or similar labor difficulties, or changing economic conditions or economic hardships.

26. "Garbage" means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

27. "Hazardous Waste" means any Solid Waste identified by the FDEP or EPA as a hazardous waste or hazardous substance pursuant to: Chapter 62-730, F.A.C.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901, et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601, et. seq.; or other Applicable Law. Hazardous Waste does not include "household hazardous waste" or Solid Waste generated by "conditionally exempt small quantity generators," as those terms are defined under Applicable Law, but only if and only to the extent that such materials may be disposed of lawfully in a Class I Landfill.

28. "Holiday" means New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

29. "Host Fee" means a fee paid by the Contractor to the community where the Disposal Facility is located, which is intended to help compensate the community for the Contractor's right to dispose of Solid Waste at the Disposal Facility.

30. "Interest" shall mean a payment by the County or the Contractor, as the case may be, at a rate determined pursuant to Section 55.03(1), Florida Statutes.

31. "Leachate" means liquid that has passed through or emerged from Solid Waste and may contain soluble, suspended or miscible materials.

32. "Load" means the Solid Waste and other cargo that is contained in a vehicle delivering such materials to the Disposal Facility.

33. "Notice to Proceed" means the notice that is given by the County to the Contractor to establish the Commencement Date.

34. "Objectionable Odor" means any odor present in the outdoor atmosphere which by itself or in combination with other odors, is or may be harmful or injurious to human health or welfare, which unreasonably interferes with the comfortable use and enjoyment of life or property, or which creates a nuisance.

35. "On-site" means on the land where the Disposal Facility is located, as depicted in Exhibit "A."

36. "Operating Day" means any day the Disposal Facility is open for the receipt of Solid Waste.

37. "Operating Manual" means a manual that describes the operations of the Disposal Facility, as provided in Section 4.3, below.

38. "Operating Month" means, with respect to the initial Operating Month, the period beginning on the Commencement Date and ending on the last day of the same calendar month. Thereafter, an Operating Month shall be the same as a calendar month.

39. "Operating Year" means, with respect to the initial Operating Year, the period beginning on the Commencement Date and ending on September 30, 2015. Thereafter, an Operating Year shall be the twelve (12) consecutive month period beginning on October 1 and ending on September 30 of the following calendar year.

40. "Performance Bond" means mean the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in compliance with the terms of this Agreement.

41. "Permit" means any local, state or federal permit, license, franchise, registration, certification, authorization or other approval required for the performance of the Contractor's obligations under this Agreement.

42. "Person" means any and all persons, natural or artificial, including any individual, firm, association, joint venture, partnership or other entity, however organized, and any combination of the foregoing; any public or private corporation; and any governmental agency or

branch of local, state or federal government.

43. "Pollution" means the presence in the outdoor atmosphere or waters of the state of any substances, contaminants, noise, or manmade or human-induced impairment of air or waters or alteration of the chemical, physical, biological, or radiological integrity of air or water in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property or which unreasonably interfere with the enjoyment of life or property, including outdoor recreation unless authorized by applicable law.

44. "RCRA" means the Resource Conservation and Recovery Act, as amended, and the rules implementing RCRA, including but not limited to the 1984 Hazardous and Solid Waste Amendments and 40 CFR Parts 257 and 258.

45. "Recyclable Material" means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

46. "Recycling" means any process by which Solid Waste, or materials which would otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

47. "Rubbish" means waste material (other than Garbage, Yard Trash, and Bulk Waste) resulting from normal housekeeping activities on residential property. Rubbish includes but is not limited to discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source separated for Recycling, and similar materials.

48. "Service Fee" means the fee that the County shall pay to compensate the Contractor for all of the Contractor's duties, obligations and responsibilities under this Agreement.

49. "Site" means the real property where the Contractor's Disposal Facility is located in _____ County, Florida, as depicted in Exhibit "A".

50. "Solid Waste" means sludge that is not regulated under the federal Clean Water Act or Clean Air Act, as well as sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

51. "Subcontractor" means any Person (other than an employee of the Contractor) who contracts with the Contractor to furnish or actually furnishes labor, services, materials, or equipment for the performance of this Agreement.

52. "Term" means the duration of this Agreement, as described in Article 8 herein.

53. "Ton" means 2,000 pounds.

54. "Unacceptable Waste" means any Solid Waste, liquid waste, or other material that cannot be disposed of at the Disposal Facility under Applicable Law. Unacceptable Waste includes but is not limited to Hazardous Waste.

55. "Waste Tire" means a tire that has been removed from a motor vehicle and has not been retreaded or regrooved. The term includes used tires and processed tires, but does not include solid rubber tires and tires that are inseparable from the rim.

56. "Working Face" means the active portion of a Solid Waste disposal unit at the Disposal Facility where, on a given Operating Day, waste is being deposited, spread, and compacted before the placement of initial cover.

57. "Yard Trash" means vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps, and associated rocks and soils.

ARTICLE 2. GENERAL SCOPE OF CONTRACTOR'S SERVICES

Subject to the terms and conditions in this Agreement, the Contractor shall be solely responsible for:

(a) weighing, inspecting, accepting, and disposing of the Acceptable Waste delivered to the Contractor's Disposal Facility by or on behalf of the County;

(b) providing all labor, services, supervision, materials, and equipment necessary to accomplish the Contractor's work under this Agreement;

(c) performing all of its work under this Agreement in accordance with the requirements of this Agreement, the Permits, and Applicable Law; and

(d) performing all of its work under this Agreement at Contractor's expense, in exchange for the County's payment of the Service Fee.

ARTICLE 3. OPERATION OF THE DISPOSAL FACILITY

3.1 Commencement of Operations

The County shall issue a Notice to Proceed to the Contractor on or before June 1, 2014. The County's Notice to Proceed shall identify and establish the Commencement Date. At the County's option, the Commencement Date shall be either July 1, 2014 or October 1, 2014. The Notice to Proceed shall contain the County's estimate of the amount of Acceptable Waste that the County expects to deliver to the Disposal Facility on an average Operating Day during the first Operating Month. At least ten (10) days prior to the Commencement Date, representatives of the Contractor and the County shall meet at a location designated by the County so that they

can introduce their key personnel, discuss the commencement of operations, and identify steps that should be taken to ensure the successful implementation of this Agreement.

3.2 Hours and Days of Contractor's Operations

The Contractor's scale house and Disposal Facility shall be open for business, and shall accept Acceptable Waste delivered by or on behalf of the County, between the hours of 7:00 A.M. and 5:00 P.M., every day of the year, except Sundays and Holidays, beginning on the Commencement Date and continuing throughout the Term of this Agreement.

If requested by the County, the Contractor shall open the Disposal Facility on other days (up to a maximum of five (5) days per year) or at other times, as reasonably determined by the County, when necessary to accommodate the disposal of Acceptable Waste generated by a hurricane, storm, disaster or other similar event. Under such circumstances, the Contractor shall be paid the Service Fee for each ton of Acceptable Waste that is delivered by the County to the Disposal Facility, but the Contractor shall not be paid any additional fees or charges.

3.3 Operation of the Scale House

When the County's delivery vehicles arrive at the Disposal Facility, each vehicle shall be weighed at the scale house before the vehicle unloads at the Working Face, and each vehicle shall be weighed again before the vehicle leaves the Site. The Contractor's scale house operator shall give a receipt (weight ticket) to the driver of each delivery vehicle before the vehicle leaves the Disposal Facility. Each receipt shall show the vehicle's identification number or license tag number, the vehicle's gross weight, tare weight, and net weight, the type of Solid Waste in the vehicle, and the date and time when the receipt was issued. The receipts shall be consecutively numbered. Each receipt shall be signed by the driver. The original receipt shall be kept by the Contractor and a copy shall be provided to the driver.

The Contractor shall retain its weight records concerning the Solid Waste that is delivered by or on behalf of the County. The Contractor shall use its records to prepare reports that accurately summarize the scale house data concerning the County's deliveries for each Operating Day, Operating Month and Operating Year. The Contractor's reports shall be completed within ten (10) Operating Days after the end of each Operating Day, Month, and Year, respectively.

The Contractor shall use its best efforts to ensure that the County is not charged a Service Fee for the disposal of Solid Waste that is delivered to the Disposal Facility by or on behalf of a Person other than the County. At a minimum, the Contractor shall instruct its scale house operators to determine the type of Solid Waste, and the source of the Solid Waste, that is being delivered to the Disposal Facility before the operators assign any charges to the County's account. Further, when a delivery vehicle arrives at the Contractor's scale house, the scale house operator shall ask the driver of the delivery vehicle to identify the Person that should be charged for the driver's Load, before the scale house operator assigns any charge to the County's account.

The Contractor shall be responsible for the operation and maintenance of the scales and scale house at the Disposal Facility. The Contractor shall use its best efforts to ensure that the Contractor's scales and automated data collection system at the scale house are operating properly at all times when the Disposal Facility is open for business. At a minimum, the Contractor shall maintain the scales in compliance with the manufacturer's recommendations and the Contractor shall calibrate the scales at least once each calendar quarter. Within ten (10) calendar days after each calibration, the Contractor shall provide the test results to the County with a letter confirming that the calibration has been completed and the scales are accurate.

If the Contractor's scales are not operable for any reason, the Contractor shall estimate the quantity of Acceptable Waste delivered to the Disposal Facility by the County, based on (a) the average weight (net) of the County's deliveries with the same vehicles on the same Operating Days (e.g., Mondays) during the prior Operating Month or (b) any other method that is mutually acceptable to the parties. If the County disputes the Contractor's estimate, the dispute shall be resolved in accordance with Section 17.7.

The County and the Contractor shall work together in a cooperative manner to resolve any questions concerning the accuracy of the Contractor's scales and weight records. The County may hire, at its expense, an independent third party to verify the accuracy of the Contractor's scales and scale house records. If the independent third party determines that the scales are inaccurate by more than five percent (5%), the Contractor shall reimburse the County for the cost of the independent third party's work. If any test indicates that the scales are not operating properly, the Contractor shall promptly have the scales repaired at its sole cost and expense.

At any time during the Term of this Agreement, either party may submit a claim to the other party for an adjustment to the amounts paid by the County with respect to the Acceptable Waste weighed at the scale house after the last recalibration of the scales. After a claim is filed, an independent engineering firm selected by the County shall determine the formula for calculating any adjustment and the amount of the adjustment (if any). If the independent engineering firm determines that the County overpaid the Contractor, the Contractor shall reimburse the County, with Interest, and the Contractor shall pay all of the costs and expenses for the engineering firm's work concerning the adjustments. However, if the independent engineering firm determines that the County underpaid the Contractor, the County shall pay the Contractor for any unpaid Service Fees, plus Interest, and the County shall pay all of the costs and expenses for the engineering firm's work concerning the adjustment. If the independent engineering firm determines that there was no overpayment or underpayment, the party requesting an adjustment shall pay all of the costs and expenses for the engineering firm's work.

For the purposes of this Section, an "independent third party" or "independent engineering firm" shall mean a Person that is not providing any services to the County, the Contractor, or any affiliate or parent of the Contractor.

3.4 Traffic Control for Delivery Vehicles

The Contractor shall use its best efforts to ensure that vehicles delivering the County's

Solid Waste to the Disposal Facility are weighed and unloaded as expeditiously as possible. The County's vehicles shall be weighed at the scale house and allowed to unload at the Working Face in the same sequence in which the vehicles arrive at the Disposal Facility. The Contractor shall not allow other vehicles to circumvent the queue at the scale house or Working Face and thereby cut in line in front of the County's vehicles. The Contractor shall use its best efforts to ensure that the on-site roads leading to and from the Working Face are maintained at all times to allow safe and unimpeded access, without causing delays or damage to the delivery vehicles. If the County's delivery vehicles become stuck or otherwise unable to move on the Site because of the condition of the Contractor's access roads, the Contractor shall promptly provide assistance in moving the vehicle.

3.5 Disposal of Acceptable Waste

On the Commencement Date and each Operating Day thereafter throughout the Term, the Contractor shall accept and lawfully dispose of all of the Acceptable Waste that is delivered to the Contractor's Disposal Facility by or on behalf of the County. The Contractor shall dispose of all such waste in the Disposal Facility (including any facility identified in Exhibit "E"). The Contractor shall not divert or move any portion of the County's Acceptable Waste to any other Solid Waste management facility for processing, Recycling, disposal, or other purposes, unless the County gives its prior written approval. The County may withhold its approval of any other facility, with or without cause, in its sole discretion.

The Contractor may request the County's approval to dispose of the County's Acceptable Waste at any Solid Waste management facility that is not identified in Exhibit "E," provided the facility has received all of the Permits necessary to lawfully receive and dispose of the type of waste that will be sent to the facility by the Contractor. If the Contractor seeks the County's approval, the Contractor shall provide the County with all of the documents and information reasonably needed for the County to determine whether the Solid Waste management facility has the Permits, personnel, equipment, insurance, financial resources, compliance record, and other attributes needed to ensure that the use of the proposed Solid Waste management facility will not expose the County to liability for environmental contamination or other material risks. The County shall evaluate the Contractor's request in compliance with Section 5.9 herein. The County may withhold its approval of any facility, in its sole discretion, based on the County's evaluation of the relevant facts. If the County approves the Contractor's proposed use of a Solid Waste management facility, all of the requirements contained in this Agreement concerning the Disposal Facility shall apply to the newly approved Solid Waste management facility, unless such requirements are waived by the County Manager.

3.6 Inspection, Acceptance, and Rejection of Solid Waste

The Contractor may inspect the Loads in the County's vehicles at any time, consistent with the Contractor's procedures for inspecting other vehicles. The Contractor shall have at least one trained spotter or operator on duty at the Working Face at all times when Solid Waste is delivered to the Working Face by or on behalf of the County. The Contractor's spotter(s) or operator(s) shall inspect the County's Solid Waste when it is unloaded and shall determine whether such material is Acceptable Waste. The Contractor may refuse to accept part or all of a

Load of Solid Waste if the Contractor reasonably believes the rejected material consists of Unacceptable Waste. If part of a Load consists of Unacceptable Waste (e.g., a whole Waste Tire) that can be easily removed from the Acceptable Waste, the Contractor may reject the Unacceptable Waste, but the Contractor shall accept the portion of the Load that consists of Acceptable Waste.

If the Contractor reasonably believes that one of the County's delivery vehicles is about to unload Unacceptable Waste at the Disposal Facility, the Contractor shall immediately notify the driver of such vehicle that he or she cannot unload the Unacceptable Waste. If a County vehicle already has unloaded Unacceptable Waste at the Disposal Facility, the Contractor shall immediately notify the driver, before the driver leaves the Disposal Facility, that the Unacceptable Waste has been rejected by the Contractor. After notifying the driver, the Contractor shall: (a) load the Unacceptable Waste into the driver's vehicle; (b) place the Unacceptable Waste in a roll-off container; (c) segregate the Unacceptable Waste from the active areas of the Working Face; or (d) otherwise manage the Unacceptable Waste in compliance with this Agreement and Applicable Law.

In all cases, the Contractor shall be deemed to have accepted the Solid Waste delivered by or on behalf of the County when the Solid Waste is unloaded at the Disposal Facility, unless the Contractor informs the driver of the delivery vehicle, before the driver leaves the Disposal Facility, that the waste is being rejected as Unacceptable Waste and then (a) the Contractor loads the Unacceptable Waste back into the driver's vehicle or (b) the Contractor gives notice in compliance with the following requirements:

- (1) within four (4) hours after informing the driver, the Contractor shall orally notify the Director that the Contractor has rejected the Unacceptable Material; and
- (2) within two (2) Operating Days after rejecting the Unacceptable Waste, the Contractor shall provide written notice to the Director and the written notice shall state the time and date when the Unacceptable Waste was rejected; the name of the driver; the identification number on the delivery vehicle; the reason(s) for rejecting the Unacceptable Waste; the estimated quantity of Unacceptable Waste; and how the Contractor has disposed of or will dispose of the Unacceptable Waste.

The procedures in this paragraph must be followed if the Contractor wishes to reject any Solid Waste that is unloaded at the Disposal Facility by or on behalf of the County. If the Contractor fails to comply with these procedures, the Contractor shall be deemed to have waived its right to reject the Unacceptable Waste.

Title, responsibility, and liability for all of the Solid Waste delivered by or on behalf of the County shall pass to the Contractor when such Solid Waste is accepted at the Disposal Facility. The Contractor shall arrange and pay for the disposal of all Solid Waste, including Unacceptable Waste, that is accepted at the Disposal Facility.

If the Contractor refuses to accept Solid Waste delivered by or on behalf of the County, and the Contractor complies with the requirements in this Section for rejecting Unacceptable Waste, the Contractor may request the County to remove the Unacceptable Waste from the Disposal Facility. In such cases, the County shall remove the Unacceptable Waste at its cost within five (5) calendar days after receiving the Contractor's request. In the alternative, the County may authorize the Contractor to arrange for the removal of the Unacceptable Waste at the County's expense, subject to terms and conditions that are mutually acceptable to the parties.

3.7 Emergencies, Spills, Discharges, and Releases

If there is an emergency at the Disposal Facility or a spill, discharge, or release of a reportable quantity of any substance, or a fire that must be reported to FDEP, the Contractor shall implement the emergency plan that is contained in the Operating Manual. The Contractor shall promptly notify the FDEP and other agencies, if required by Applicable Law. The Contractor shall promptly initiate and complete clean-up activities, as necessary. In all such cases, the Contractor shall notify the Director verbally within twenty-four (24) hours of the event and shall provide a written report to the Director within five (5) Operating Days, describing the problem that occurred, the clean-up activities that were implemented (if any), and the current status of the situation.

3.8 Citations for Noncompliance with Agency Regulations

The Contractor shall operate the Disposal Facility in compliance with Applicable Law and this Agreement. The Contractor shall respond promptly to all Citations concerning or related to the operations at the Disposal Facility. The Contractor shall provide a copy of each Citation to the County no later than five (5) Operating Days after the Citation is received by the Contractor. Thereafter, the Contractor shall keep the County informed about the on-going status of the Contractor's efforts to address the Citation. The Contractor shall notify the County when the Citation has been satisfactorily resolved. The Contractor shall pay all costs of investigating and responding to Citations, all costs of correcting deficiencies and achieving compliance with Applicable Law, and all fines assessed as a result of the Contractor's noncompliance with Applicable Law.

ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES FOR THE DISPOSAL FACILITY

4.1 Ownership of Real Property

The Contractor shall own all right, title and interest in the Disposal Facility necessary to enable the Contractor to perform its obligations at the Disposal Facility pursuant to this Agreement. The Contractor shall obtain and maintain any and all land use servitudes, easements, and rights-of-way necessary for the performance of the obligations of both the County and the Contractor at the Site pursuant to this Agreement. Among other things, the Contractor shall provide access to the Disposal Facility for the County during all times when the Facility is required to be open for business pursuant to Section 3.2, above.

4.2 Contractor's Personnel and Equipment

The Contractor shall provide all equipment and personnel necessary to perform Contractor's duties under this Agreement in a safe, timely and efficient manner. All of the Contractor's employees shall be competent and appropriately trained for the tasks assigned to them. The employees shall receive training before they commence work under this Agreement and they shall receive updated, refresher training on a routine basis throughout the Term of this Agreement. All of the equipment used by the Contractor shall be designed for its proposed use. Such equipment shall be maintained and operated in accordance with the manufacturer's recommendations. The Contractor shall make arrangements for or have access to additional equipment and workers, as necessary, to ensure that the operation of the Disposal Facility is not interrupted or halted. The Contractor shall have equipment and personnel available to properly handle and promptly dispose the first Load and the last Load of Acceptable Waste received each day at the Disposal Facility.

4.3 Operating Manual

The Contractor shall provide the County with an Operating Manual that describes how the Contractor will conduct its operations to comply with the requirements in this Agreement. At a minimum, the Contractor's Operating Manual shall describe how: (a) the Disposal Facility will be operated during normal conditions to ensure the timely ingress and egress of delivery vehicles; (b) Solid Waste will be inspected; (c) Unacceptable Waste will be segregated from Acceptable Waste and lawfully disposed of; and (d) emergencies will be handled. The Contractor shall follow its Operating Manual at all times.

The Operating Manual shall include the Contractor's safety plan, which shall describe the Contractor's plans and procedures for ensuring that the Contractor's work under this Agreement will be performed in a safe and responsible manner. The Contractor's safety plan also shall describe the safety and loss control training that will be provided to the Contractor's employees providing services for the County under this Agreement. The Operating Manual shall contain the safety rules that will be applicable to visitors, including the County's representatives, when they are on the Site.

The Operating Manual shall include an emergency plan, which shall describe the procedures that will be followed if there is an accident, emergency, or other life-threatening conditions at the Disposal Facility. At a minimum, the emergency plan shall describe the procedures that will be followed if there are: (a) spills, discharges, or reportable releases of Solid Waste, Leachate, or Hazardous Waste; (b) hurricanes or severe weather; (c) fires; or (d) other similar conditions that preclude or significantly hinder the use of the Disposal Facility.

The Contractor's Operating Manual shall be submitted to the Director at least ten (10) calendar days before the Commencement Date. The Operating Manual shall be updated whenever the Contractor changes its operating procedures. The updated portion of the Operating Manual shall be resubmitted to the Director whenever the Operating Manual is updated.

The Operating Manual shall be provided to the Director for informational purposes only.

The Director shall have no right to approve, reject, or revise the Operating Manual. Nonetheless, the Operating Manual must satisfy the requirements contained herein.

4.4 Communications Between the County and Contractor

The Contractor shall designate one or more qualified Persons to supervise and be responsible for the Contractor's operations under this Agreement. The Contractor shall develop, implement and maintain a system that will allow the Contractor's supervisor(s) and the Director to communicate with each other at any time, twenty-four (24) hours per day, seven (7) days per week. Among other things, the Contractor shall provide the Director with the names of the Contractor's key personnel, plus their office telephone numbers, cell telephone numbers, and e-mail addresses. The Contractor's proposed communications system shall be subject to the Director's prior approval.

4.5 Preparation and Maintenance of Records

The Contractor shall prepare and maintain records that accurately and fully reflect the Contractor's activities and transactions under this Agreement. The Contractor shall also develop and maintain an organized system for storing and readily retrieving its records concerning this Agreement. At a minimum, the Contractor's records shall include copies of: (a) all Permits required for the Contractor's activities under this Agreement; (b) all Citations; (c) all correspondence to and from FDEP and other regulatory agencies concerning the Contractor's activities at the Disposal Facility; (d) documents (e.g., scale house receipts) demonstrating that the County's Acceptable Waste has been accepted and disposed of at the Disposal Facility; (e) weight records from the Contractor's scale house; (f) records verifying the calibration and accuracy of the scales used at the scale house; (g) all records required by Applicable Law and the Permits relating to the Disposal Facility; and (h) any other documents necessary to confirm that the Contractor has performed and is performing in compliance with this Agreement. The Contractor's records concerning this Agreement shall be retained by the Contractor for a minimum of three (3) years after the termination or expiration of this Agreement.

4.6 Contractor's Reports to the County

The Contractor shall provide monthly reports to the County concerning the Contractor's performance under this Agreement. Each monthly report shall identify the number of Tons of Acceptable Waste, and the types and quantities of Unacceptable Waste, that were delivered to the Disposal Facility by or on behalf of the County during the prior month. The reports also shall discuss any significant events that occurred during the prior month, plus any significant events that are anticipated during the next month. At a minimum, each report shall address: (a) any Citations concerning the Disposal Facility; (b) any spills or emergencies, as described in Section 3.7, at the Disposal Facility; (c) any new or revised operating practices or procedures that have been or will be implemented at the Disposal Facility and will affect the County; (d) any Pollution or nuisance conditions at the Disposal Facility, or Objectionable Odors beyond the boundary of the Site, confirmed by the Contractor, FDEP, or any governmental agency; and (e) any unusual or unanticipated occurrence that has affected or is expected to affect the Contractor's

performance under the Agreement. The monthly reports shall be submitted to the County within fifteen (15) Operating Days after the end of each Operating Month.

The Contractor shall provide a letter report to the County whenever the scales are calibrated at the Disposal Facility, pursuant to Section 3.3, above.

The Contractor shall provide a letter report to the County whenever there is an emergency, fire, or spill, discharge or reportable release, pursuant to Section 3.7, above

Whenever the Contractor submits a document to FDEP or other environmental regulatory agency concerning the Site or the Contractor's activities under this Agreement, the Contractor shall send a copy to the Director within five (5) Operating Days, if the document refers or relates to: (a) a spill, discharge, or release of Solid Waste, Leachate, or other solid or liquid waste that poses a risk of Pollution; (b) the Contractor's failure or inability to comply with any Permit or Environmental Law; (c) the disposal capacity of the Disposal Facility; or (d) the disposal of the County's Solid Waste at the Disposal Facility.

Upon the County's request, the Contractor shall provide the County with copies of any publicly available environmental reports or records concerning the Disposal Facility. These documents shall be provided to the County within ten (10) Operating Days after the Contractor receives the County's request.

4.7 Annual Certification of Compliance

The Contractor shall timely provide the County with all of the documents and reports required by this Agreement. During the first month of each Operating Year or such other time that is mutually acceptable to the parties, the Contractor shall certify in writing to the County that all required documents are current and have been filed with the County, including but not limited to the Contractor's certificate of insurance, performance bond, and the Operating Manual.

4.8 Customer and Community Relations

All public complaints and inquiries (collectively "complaints") concerning the Contractor's operations at the Disposal Facility shall be the sole responsibility of the Contractor. The Contractor shall respond to all complaints as soon as possible, but no later than two (2) Operating Days following the receipt of the complaint.

4.9 Permits and Licenses

The Contractor shall secure, renew, modify if necessary, and pay for all Permits, licenses, inspections, and other governmental charges that are necessary for the Contractor's activities under this Agreement.

4.10 Taxes, Charges and Levies

The Contractor shall pay all sales, consumer, use, ad valorem, and other taxes, and all

fees, levies, and assessments required for the Contractor's activities under this Agreement. The County shall have no liability under this Agreement for any such expenses, including but not limited to the payment of ad valorem taxes on the Disposal Facility, impact fees, special assessments, or other taxes, charges, levies, Host Fees, or fees of any kind that are imposed on the Contractor's activities.

ARTICLE 5. THE COUNTY'S RIGHTS REGARDING THE DISPOSAL FACILITY

5.1 No Minimum Waste Quantities Required from the County

The County intends to divide the unincorporated area of the County into three (3) districts ("Service Areas") and then award an exclusive franchise agreement for each Service Area. The franchise agreements shall provide for the collection of Garbage, Rubbish, Yard Trash, and Bulk Waste generated by the County's residents. To the extent allowed by law, the County shall require its franchisee for Service Area _____ [To be determined--1, 2, and/or 3?] to deliver the Garbage, Rubbish, and Bulk Waste (other than white goods) it collects to the Disposal Facility until the franchise agreement or this Agreement terminates or expires, whichever occurs first. However, the County reserves its right to divert any or all of the County's Yard Trash and Recyclable Material to any other facility or location of the County's choice. Nothing in this Agreement shall be construed to require the County to deliver a minimum amount of Acceptable Waste to the Contractor on a daily, monthly, annual or other basis. The County is not obligated to "put or pay" -- i.e., deliver a minimum quantity of waste to the Disposal Facility or, in the alternative, pay a fee to the Contractor.

5.2 Guaranteed Disposal Capacity for the County

The Contractor warrants and guarantees that it has or will have capacity (i.e., airspace) available in its Disposal Facility to accept, upon delivery, all of the Acceptable Waste that the County delivers or causes to be delivered to the Disposal Facility during the Term of this Agreement; provided, however, the Contractor shall not be obligated to accept more than: (a) forty thousand (40,000) Tons of Acceptable Waste per each service area in the first Operating Year; (b) thirty-three thousand (33,000) Tons of Acceptable Waste per each service area in any other Operating Year; and (c) more than nine hundred (900) Tons of Acceptable Waste in any Operating Day.

5.3 Reports Concerning Disposal Capacity

During the first month of each Operating Year or at such other time that is mutually acceptable to the parties, the Contractor shall submit estimates concerning the amount of disposal capacity in the Disposal Facility (including each facility that is listed in Exhibit "E") that is (a) planned, (b) fully permitted, and (c) constructed, respectively. The Contractor's estimates shall identify: the amount (volume) of airspace in the Disposal Facility under each of these scenarios; the projected lifespan of the Disposal Facility under each scenario, based on the current rate of waste disposal; and supporting calculations concerning the airspace and lifespan provided by the currently constructed disposal areas on the Site.

If requested, the Contractor shall provide documents and supporting calculations demonstrating that the Contractor's Disposal Facility has fully permitted capacity that is sufficient to accommodate the acceptance and disposal of all of the County's Acceptable Waste (up to one hundred thousand (100,000) Tons per Operating Year), and also satisfy the requirements of all of the Contractor's disposal contracts with other customers, at all times throughout the next two (2) Operating Years or the remainder of the Term of this Agreement, whichever is less.

The Contractor shall provide notice to the County within thirty (30) Operating Days if the Contractor determines at any time during the Term of this Agreement that the permitted and constructed capacity of the Disposal Facility is not sufficient to accept all of the Acceptable Waste that the County may deliver during the next two (2) Operating Years or the remainder of the Term of this Agreement, whichever is less. When making this determination, the Contractor shall assume that the County will deliver one hundred thousand (100,000) Tons of Acceptable Waste in each Operating Year. The Contractor's notice shall contain a description of the steps that will be taken, and the schedule for completing those steps, to ensure that the Contractor's Disposal Facility has disposal capacity available at all times for the acceptance of the County's Acceptable Waste.

Upon request, the Director may waive the requirements in this Section, especially with regard to a Disposal Facility that is used by the Contractor on a limited or back-up basis.

5.4 County's Right to Observe Contractor's Operations

The Contractor shall give the County access at all reasonable times to observe the operation of the scale house and the Disposal Facility. At its expense, the County may assign one or more inspectors to monitor the Contractor's operations in the scale house and on the Site. The Contractor shall fully cooperate with such inspectors in the performance of their duties. However, the Contractor may require the County's inspectors and other representatives to comply with reasonable safety rules while on the Contractor's Site, subject to Section 5.8, below.

5.5 County's Right to Conduct Environmental Monitoring

At its expense, the County may collect samples of the groundwater, surface water, soil, air, landfill gas, Leachate, or other environmental media at the WTE Facility and the Site. If the County collects any samples of any environmental media, the County shall: (a) follow the applicable FDEP and/or EPA sampling and testing protocols; (b) allow the Contractor to observe the collection of the samples; (c) offer to split the samples with the Contractor; and (d) use an FDEP approved laboratory to analyze the samples. The County shall provide its test results to the Contractor within ten (10) Operating Days after the results are received by the County. If the Contractor collects a split sample with the County and analyzes the split sample, the Contractor shall provide its results to the County within ten (10) Operating Days after the Contractor receives the sample results.

5.6 County's Right to Inspect Contractor's Records

The County and its authorized agents shall have the right to audit, inspect, and copy all of the Contractor's records, files and other documents (collectively, "documents") concerning or related to this Agreement, including but not limited to the documents required to be kept by the Contractor pursuant to Section 4.5, above, and other sections of this Agreement. The County's rights extend to and include documents concerning the Contractor's bills to the County and the County's payments to the Contractor. Notwithstanding the foregoing, the County's rights under this Section do not extend to or include the Contractor's proprietary records concerning the Contractor's internal costs, profits, and pricing data. The County may exercise these rights as often as the County deems necessary during the Term and for three (3) years after the termination or expiration of this Agreement. Within five (5) Operating Days after receiving a request from the County, the Contractor shall produce the requested documents during normal business hours at the Disposal Facility or another location that is mutually acceptable to the Parties. The Contractor shall provide adequate work space and access to a copier, which the County may use at no charge, if the documents are produced for inspection at the Contractor's Disposal Facility. The Contractor shall allow the County and its representatives to interview all of the Contractor's current and former employees to discuss matters pertinent to the Contractor's documents and the Contractor's performance under this Agreement.

5.7 County's Right to Notice and Cooperation From Contractor

The Contractor shall notify the County immediately upon the Contractor's receipt of any information indicating that the Contractor will be unable to satisfy its obligations under this Agreement. In such circumstances, the Contractor shall provide the County with a description of the problem, the reasons for the problem, and the Contractor's recommendations for preventing a breach or default of this Agreement.

The Contractor shall immediately notify the County if any agent, partner, member, manager, officer, director, executive, employee, or majority shareholder of the Contractor is convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.

The Contractor shall fully cooperate with the County at all times to ensure that the Contractor's activities comply with the requirements in this Agreement. Additionally, the Contractor's authorized representative shall meet with the County within five (5) Operating Days if the Contractor receives a request from the County for a meeting to review and discuss issues relating to this Agreement that are of concern to the County.

5.8 County's Compliance With Safety Rules

The County's representatives, employees, and agents shall comply with the safety rules and regulations contained in the Contractor's Operating Manual when they are on the Site. However, such rules and regulations shall be applied by the Contractor in a fair, equitable, and non-discriminatory manner. The County shall not be subject to any unique operating rules or regulations that are not applicable to similarly situated Persons doing business with the Contractor.

5.9 County's Right to Approve

Whenever this Agreement authorizes the County or its representatives (e.g., the Director) to approve a request by the Contractor, the County and its representatives shall have the right to withhold their approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The County and its representatives shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. The consent of the County and its representatives shall not be unreasonably withheld or delayed, except as otherwise explicitly provided herein. However, the County and its representatives shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest.

ARTICLE 6. PAYMENTS TO CONTRACTOR

6.1 Service Fee

After each Operating Month, the County shall pay Service Fees to the Contractor in the amount and in the manner specified in this Agreement. Each Service Fee in effect on the Effective Date is set forth in Exhibit "D." The parties agree that the Service Fees fully and completely compensate the Contractor for all of Contractor's duties, obligations and responsibilities under this Agreement. The County is not obligated under this Agreement to pay any other fees or charges to the Contractor, although the County shall be responsible for the disposal of Unacceptable Waste that is rejected by the Contractor in compliance with the requirements in Section 3.6, above.

6.2 Procedure For Payment of Service Fee

The Contractor shall be paid the Service Fee, in arrears, for each Ton of Solid Waste that the County delivered or caused to be delivered to the Disposal Facility, and the Contractor accepted and disposed of at the Disposal Facility, during the previous Operating Month. The County shall not pay the Service Fee for any Solid Waste that was delivered to the Disposal Facility and rejected by the Contractor.

The Contractor shall use the weight records from the scale house to calculate the total amount of the payment to be made by the County. The Contractor's request for payment of the Service Fee shall be submitted on a form that has been approved by the Director. At a minimum, the Contractor's request for payment shall identify the total number of Tons of Class I Waste delivered to the Disposal Facility by or on behalf of the County, and it shall include the scale house receipts or other data acceptable to the County to verify that the totals are accurate.

The Contractor's request for payment shall be submitted to the Director within fifteen (15) Operating Days after the end of the Operating Month for which payment is sought. Whenever the Contractor submits a request for payment pursuant to this Section 6.2, the Contractor's request shall include a statement verifying that the bill is accurate in all respects. The County may request additional information or documentation from the Contractor, and upon request the Contractor shall promptly provide such information and documentation, to

substantiate the Contractor's request for payment.

The amount of the Service Fees to be paid to the Contractor each month shall be reduced by the amount of any administrative charges assessed by the County pursuant to Sections 11.1 and 11.3. The existence of a dispute concerning the Contractor's bill shall not delay the payment of undisputed amounts. Payments to the Contractor of undisputed amounts shall be made in compliance with the Local Government Prompt Payment Act (Section 218.70 et seq., F.S.). Any disputes concerning the payment of the Service Fee shall be resolved pursuant to Section 17.7, below

6.3 Annual CPI Adjustments To Service Fees

On October 1, 2014 and each October 1 thereafter during the Term of this Agreement, the Service Fees shall be adjusted upward or downward to reflect the effect of inflation or deflation during the previous year. Specifically, the Service Fees shall be adjusted by an amount that is equal to the percentage change in the Consumer Price Index ("CPI"), measured from April 1st in the previous calendar year to March 31st in the calendar year in which the adjustment will occur. Notwithstanding anything else contained herein, a single adjustment to a Service Fee shall not exceed three percent (3%) and there shall be no "catch-up" CPI adjustment in future years (i.e., there will not be an adjustment in the Service Fee in the future to offset or mitigate the effect of the 3% "cap" in a year when the CPI adjustment would exceed 3%, but for the 3% limitation contained herein). If the CPI is discontinued or substantially altered, the County may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

6.4 Adjustments to Service Fees for Changes in Law

If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Agreement, the Contractor may request the County to adjust the Service Fee(s). If the Contractor wishes to exercise this option, the Contractor shall prepare and submit a schedule of proposed Service Fee(s) that will distribute the increased costs in a fair and non-discriminatory manner. The Contractor's request shall be accompanied by all data and analyses necessary for the Director to fairly evaluate the proposed increase in the Service Fee(s). The Director may request, and upon request the Contractor shall provide, additional information as necessary.

After receiving the requested information, the Director shall present the Contractor's request and the Director's recommendations to the County Manager. If the County Manager denies part or all of the Contractor's request, the Contractor may appeal the County Manager's decision to the Board. If the Contractor files a notice of appeal with the County Manager, the Contractor shall be given a reasonable opportunity to present its request to the Board at a duly noticed public meeting.

The Director, County Manager and Board shall fairly evaluate the Contractor's request in a timely manner and in compliance with the requirements in Section 5.9, above. Subject to the provisions of Section 5.9, the Contractor's request shall be approved if the request complies with

the requirements in this Section 6.4 and the Agreement. If any adjustments to the Service Fee are approved by the County, the adjusted Service Fee shall become effective upon the date designated by the Board. Adjustments (if any) to the Service Fee shall be designed to compensate the Contractor for the increased costs incurred by the Contractor after the Change in Law took effect.

If a Service Fee adjustment is approved pursuant to this Section 6.4 and the adjustment will cause the Service Fee for disposal to increase by an amount that is equal to or greater than twenty percent (20%) of the Service Fee in effect before the adjustment took effect, or cause the Service Fee to be greater than one hundred fifty percent (150%) of the Service Fee on the Effective Date (adjusted by CPI), the Board may terminate this Agreement at any time after providing sixty (60) days' notice to the Contractor.

6.5 Extraordinary Adjustments to Service Fee

Once each Agreement Year, before April 1, the Contractor may petition the County Manager for an adjustment to the Service Fees based on extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. Contractor's petition shall contain a detailed justification for the Service Fee adjustment. Among other things, the Contractor's petition shall include an audited statement of Contractor's historical and current expenses, demonstrating that Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the County may audit the Contractor's records to evaluate the Contractor's request. The Director may request from the Contractor, and the Contractor shall provide, all of the information that is reasonably necessary for the County to evaluate the Contractor's petition.

After receiving the requested information, the Director shall present the Contractor's request and the Director's recommendations to the County Manager. If the County Manager denies part or all of the Contractor's request, the Contractor may appeal the County Manager's decision to the Board. If the Contractor files a notice of appeal with the County Manager, the Contractor shall be given a reasonable opportunity to present its request to the Board at a duly noticed public meeting. The Board shall grant or deny the Contractor's request within sixty (60) calendar days after the Board receives all of the information needed to evaluate the Contractor's proposal. The Board may deny the Contractor's request, in its sole discretion, for any reason or no reason. The Board's decision shall be final and non-appealable.

If the Contractor's request is granted in whole or in part, the Board shall have the right to reduce the Contractor's Service Fees, if and to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Director shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Service Fee increase should remain in effect. The Board may reduce the Contractor's Service Fees if the Contractor does not timely submit adequate information to justify the continued payment of the extraordinary Service Fee increase.

6.6 Verification of Payment Amounts

The County's acceptance and payment of any bill from the Contractor, and the County's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release of any claim the County may have for additional sums payable from the Contractor.

At any time within the applicable statute of limitations, the County may recalculate and collect any amounts that are payable to the County under this Agreement, plus Interest, and all costs of collection.

ARTICLE 7. RESERVED

ARTICLE 8. TERM OF AGREEMENT

This Agreement shall take effect and be binding upon the parties from the Effective Date until the date when this Agreement is terminated or expires. Unless terminated earlier in the manner provided herein, this Agreement shall have an initial Term of seven (7) Operating Years, which shall begin on the Commencement Date and end on September 30, 2021.

The County may renew this Agreement for one (1) additional Term of three (3) Operating Years, unless the Contractor gives written notice to the Director that the Contractor is not willing to renew this Agreement and such notice is delivered at least one (1) year before the expiration of the initial Term of this Agreement. If the County wishes to renew this Agreement, the County shall give written notice to the Contractor at least one hundred eighty (180) calendar days before the end of the initial Term.

In addition, the County has the right to unilaterally extend the Term of this Agreement for up to three (3) additional thirty (30) day periods, subject to the same conditions and limitations in effect at the time of such extension, by providing written notice to the Contractor before the end of the then-current Term of this Agreement.

ARTICLE 9. TERMINATION AND FORCE MAJEURE EVENTS

9.1 Termination by Either Party For Cause

Subject to the other provisions contained herein, either party may terminate this Agreement if the other party fails to perform any of its material obligations hereunder. A default by Contractor shall include but not be limited to the following:

(a) The Contractor fails or refuses to accept Acceptable Waste delivered to the Disposal Facility by or on behalf of the County on the Commencement Date;

(b) The Contractor disposes of the County's Solid Waste at a Solid Waste management facility other than the Contractor's Disposal Facility or a Disposal Facility identified in Exhibit "E," without receiving the advance approval of the County;

(c) The Contractor fails to accept the County's deliveries of Acceptable Waste at the Disposal Facility during the normal hours of operation for more than forty-eight (48) hours, for any reason, other than a Force Majeure event;

(d) The Contractor refuses to accept Acceptable Waste delivered to the Disposal Facility by or on behalf of the County, other than for reasons expressly allowed by this Agreement;

(e) The Contractor assigns or subcontracts any of the services to be provided to the County pursuant to this Agreement in violation of the provisions in Sections 17.2 and 17.4, respectively;

(f) The Contractor fails to pay, when due, any sums owed to a Subcontractor for services or materials provided pursuant to this Agreement;

(g) The Contractor fails to provide or continuously maintain the insurance required by this Agreement;

(h) A Parent Corporation Guaranty provided pursuant to Section 10.3 is revoked;

(i) The Contractor fails to provide or maintain the Performance Bond or letter of credit required pursuant to Article 14;

(j) A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect;

(k) The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

(l) the Contractor commits an act or omission constituting fraud, gross negligence, or willful misfeasance toward the County.

Before a party may terminate this Agreement pursuant to this Section, the non-defaulting party shall give written notice to the other party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting party. The notice shall inform the defaulting party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting party exercises continuous diligent efforts to cure the

default during the extended cure period. If the defaulting party fails to cure the default within the cure period, the non-defaulting party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting party. Upon termination, the non-defaulting party may cure the default at the expense of the defaulting party, and have recourse to any other right or remedy to which the non-defaulting party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 9.1.1 and 9.1.2 shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting party gives notice to the defaulting party or at such other time designated by the non-defaulting party.

9.1.1 Voluntary Bankruptcy

Written admission by a party that it is bankrupt; or filing by a party of a voluntary petition under the Federal Bankruptcy Act; or consent by a party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a party's property or business; or by becoming insolvent.

9.1.2 Involuntary Bankruptcy

Final adjudication of a party as bankrupt under the Federal Bankruptcy Act.

9.2 Reserved

9.3 Termination By County Because of Habitual Violations By Contractor

If the Contractor has frequently, regularly, or repetitively defaulted in the performance of any of the conditions or requirements contained in this Agreement, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. A frequent, regular, or repetitive default in performance shall include but not be limited to the following: (a) one or more vehicles delivering Acceptable Waste to the Disposal Facility for the County have to wait more than thirty (30) minutes before they are weighed at the scale house, or more than thirty (30) minutes before they are allowed to unload at the Working Face after being weighed, and such delays occur more than five (5) times in one Operating Year; or (b) the Contractor fails on five (5) or more occasions to timely provide the County with a report or other information required to be provided by the Contractor pursuant to this Agreement.

Under such circumstances, the Contractor shall forfeit its right to any further notice or grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a notice that the Contractor has been deemed a "habitual

violator." Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice.

9.4 Termination By County Due To Environmental Contamination

The County may terminate this Agreement at any time if the County reasonably concludes that the continued use of the WTE Facility or Disposal Facility exposes the County to significant liability under Applicable Law because of Pollution or environmental contamination at the WTE Facility or Disposal Facility. Among other things, the County may consider whether: (a) the WTE Facility or Disposal Facility has been or soon will be included in EPA's National Priorities List or an analogous state or federal list of contaminated sites; or (b) a state or federal agency has identified Pollution or contamination at the WTE Facility or Disposal Facility that violates the applicable standards under Environmental Law. Before the County terminates this Agreement pursuant to the provisions of this Section 9.4, the County shall provide at least thirty (30) calendar days' advance notice to the Contractor of the County's intent to terminate, and the County shall provide the Contractor an opportunity to cure pursuant to Section 9.1, above. If the County intends to terminate this Agreement because of the County's concerns about a specific Disposal Facility, the Contractor may achieve a satisfactory cure by, among other things, terminating the Contractor's use of such Disposal Facility.

9.5 Reserved

9.6 Force Majeure Events

Force Majeure events shall be subject to the following provisions and limitations.

9.6.1 Obligations Excused For Force Majeure

Notwithstanding any other provision in this Agreement, except Section 10.2, neither the County nor the Contractor shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of a Force Majeure event. As a condition precedent to the right to claim excuse of performance, the party experiencing a Force Majeure event shall:

(a) Promptly notify the other party orally that a Force Majeure event has occurred; and

(b) As soon as practical, but in no event more than five (5) calendar days after the Force Majeure event, deliver to the other party an oral description of (1) the Force Majeure event, (2) its estimated duration and impact, if any, on the party's obligations under this Agreement, and (3) the measures that have been and will be implemented to eliminate the impacts of the Force Majeure event. A written description concerning these three (3) topics shall be delivered to the other party within fourteen (14) calendar days after the Force Majeure event. The party claiming a Force Majeure event shall have the burden of affirmatively proving the

occurrence of the Force Majeure event and all resulting impacts to the party's performance under the Agreement.

9.6.2 Continuing Obligations During Force Majeure

Whenever a Force Majeure event occurs, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause therefor, reduce the costs thereof, and resume performance under this Agreement. Additionally, either party shall provide prompt notice to the other of the cessation of a Force Majeure event. The parties acknowledge and agree that nothing in this subsection shall in any way limit each's duty, as otherwise specified within this Agreement, to comply with all Applicable Law.

Strikes, slowdowns, walk-outs, block-outs, industrial disturbances, or other labor disputes are not Force Majeure events. If such events occur, the Contractor shall take all reasonable steps to continue normal operations. Among such steps which may be required are the transfer of personnel from any other locations, hiring of additional short-term employees, and contracting with other entities to provide the necessary equipment or labor required to perform the Contractor's work under this Agreement.

9.6.3 Right to Terminate Due to Force Majeure Event

In the event that the County in good faith determines that a Force Majeure event will prevent or alter performance permanently or for such period of time or at such additional expense as to make performance infeasible, the County may declare the Agreement terminated at any time after providing ten (10) days' notice to the Contractor. The County shall consult with the Contractor and shall fairly evaluate the effects of the Force Majeure event before the County exercises its right to terminate pursuant to this Section 9.6.3. After the County exercises this right to terminate, neither party shall be further obligated to the other, except for amounts due upon the date of termination of the Agreement.

9.7 Interim Operations

In the event that this Agreement is terminated before the end of any Term, the Contractor shall continue its operations for an interim period of up to one hundred eighty (180) calendar days if requested to do so by the County. The Contractor shall be paid for its services during said interim period at the rates in effect prior to issuance of the notice of termination.

9.8 Effect of Termination

If this Agreement is terminated pursuant to the provisions of this Article 9, neither the County nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the County shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the County, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the County all reports concerning the County's

delivery of Acceptable Waste and other materials through the end of the Operating Month in which termination occurs; (d) the provisions of Sections 5.5, 10.2, and 16.3 shall survive the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a party subsequent to the termination of this Agreement shall remain enforceable against such party subsequent to such termination.

9.9 Settlement and Release

If this Agreement is terminated, the County shall pay to the Contractor any and all sums due, owing, and unpaid to the Contractor by the County for work performed through the date of termination, less any and all sums owed by the Contractor to the County, and less any and all deductions or other offsets the County may have. In exchange for these payments, the Contractor shall execute and deliver to the County a general release of the County, its elected officials, employees, representatives, and agents. This payment to the Contractor shall constitute Contractor's full and final compensation under this Agreement and the Contractor shall have no right to receive any further payments. This provision does not limit the right of the County to receive indemnification in the future.

ARTICLE 10. DAMAGES AND INDEMNIFICATION

10.1 Liability

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions, including but not limited to the Contractor's failure to perform in accordance with the terms of this Agreement. To the extent that the County and Contractor are joint tortfeasors, losses shall be apportioned in the manner described in Section 10.4, below.

10.2 Contractor's Indemnification of County

The Contractor releases and shall indemnify, hold harmless, and, if requested by the County, defend, each of the County Indemnified Parties from and against every Indemnified Loss that is caused by or results from, directly or indirectly, in whole or in part, any act, omission, or negligence of the Contractor, any tier of Subcontractor to the Contractor or any Subcontractor to a Subcontractor of the Contractor, or anyone directly or indirectly employed by any of those Persons for whose acts or omissions any of them may be liable, except to the extent resulting from the conduct of the County, including any damage to vehicles and injury to Persons. The obligation of the Contractor under this Section is absolute and unconditional; it is not conditioned in any way on any attempt by a County Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the County Indemnified Party.

For the purposes of this Section, "County Indemnified Parties" means the County, the Board and each of its members, and every agent, officer, official, servant, and employee of the County. For purposes of this Section, an "Indemnified Loss" means all actual costs, losses, damages, expenses, and liabilities that a County Indemnified Party incurs or suffers pursuant to

or in connection with (a) any act, negligence, or omission on the part of the Contractor or any of its agents or employees in the execution or performance of its obligations under or incidental to this Agreement, (b) any bodily injury, sickness, disease, or death, (c) any violation of Applicable Law (including workers' compensation laws, Environmental Laws, and health and safety laws) or any common law duty, (d) any actual or alleged infringement of any intellectual rights or property of any Person, (e) any Pollution of or damage or destruction to property, natural resources, or the environment, (f) the designation by the Contractor of any document or material as exempt from public disclosure, (g) the County's decision to award this Agreement to the Contractor, and (h) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding that arises out of or pertains to any of the foregoing; in each case, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any Subcontractor, or any Subcontractor of a Subcontractor under any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws).

It is the intent of this Section that the Contractor's indemnification obligations include all joint and several liability of the Contractor, any Subcontractor to the Contractor, or any Subcontractor to a Subcontractor of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The County may employ any attorney of its choice or may use its in-house counsel to enforce or defend the County's right to indemnity provided by this Agreement. If a County Indemnified Party requests that the Contractor defend it with respect to any Indemnified Loss, the County Indemnified Party may participate in the defense at its sole cost and expense. The Contractor shall advance or promptly reimburse to a County Indemnified Party any and all costs and expenses incurred by the County Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the County Indemnified Party is entitled to indemnification under this Agreement, whether or not the County Indemnified Party is a party or potential party to it.

10.3 Parent Corporation Guaranty

If the Contractor fails or refuses to satisfy all of the requirements of Section 10.2 with regard to any Indemnified Loss based on, related to, or arising out of Pollution, or damages or destruction to property, natural resources or the environment, or Contractor's obligations under Environmental Laws, the Contractor's parent corporation (_____) shall satisfy the Contractor's obligations under Section 10.2, in accordance with the guaranty that is attached hereto as Exhibit "C."

If the Contractor is not a wholly-owned subsidiary of a publicly traded corporation on the Effective Date, the Contractor shall provide Pollution Liability (Environmental Impairment) insurance pursuant to Article 15 with a minimum limit not less than \$3,000,000 Each Claim / \$6,000,000 Aggregate, in lieu of providing a Parent Corporation Guaranty.

10.4 Contribution

In the event of joint negligence on the part of the County and the Contractor, any loss and costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Section 768.28, Florida Statutes, in effect on the Effective Date.

10.5 Damages

The measure of damages to be paid by the Contractor to the County or by the County to the Contractor, due to any failure by the Contractor or the County to meet any of its obligations under this Agreement, shall be the actual damages incurred by the County or the Contractor. Neither party shall have any liability under this Agreement for consequential, special, indirect, or punitive damages. The foregoing shall apply without regard to either party's rights to the Performance Bond, insurance proceeds, or other factors.

If the Contractor fails to comply with any applicable Environmental Law or any other Applicable Law, the Contractor shall promptly pay to the County the following:

(a) All lawful fines, penalties, and forfeitures charged to the County by any judicial order or by any governmental agency responsible for the enforcement of the Environmental Law or other Applicable Law; and

(b) The actual costs incurred by the County as a result of the Contractor's failure to comply with the Environmental Law or other Applicable Law, including any costs incurred in investigating and remedying the conditions which led to or resulted from the Contractor's failure to comply with the Applicable Law.

10.6 No Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the County or the Contractor.

10.7 Sovereign Immunity

Nothing in this Agreement shall be interpreted or construed to mean that the County waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statutes.

ARTICLE 11. ADMINISTRATIVE CHARGES

11.1 Grounds for Administrative Charges

The parties acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the County due to those failures or circumstances described in this Section 11.1 and for which the Contractor would otherwise be liable. Therefore, the following administrative charges shall constitute liquidated

damages, not penalties, for the Contractor's breach of this Agreement.

(a) The Contractor shall: (i) weigh each of the County's delivery vehicles at the scale house within thirty (30) minutes after the County's delivery vehicle arrives at the Contractor's Site; and (ii) provide all-weather access roads to the Working Face and otherwise take measures that allow each one of the County's delivery vehicles to unload Acceptable Waste at the Working Face within thirty (30) minutes after the County's delivery vehicle is weighed at the Contractor's scale house. If the Contractor fails to comply with either one of these requirements on two or more occasions during any Operating Year, the Director shall give notice to the Contractor of the failure. The County shall assess an administrative charge against the Contractor in the amount of Two Hundred Fifty Dollars (\$250) per occurrence per vehicle for each failure to comply that occurs after the Director gives its notice to the Contractor. The County shall not assess administrative charges under this Section if the Contractor was unable to comply with the requirements herein because of the actions or inactions of the driver of the County's delivery vehicle or because the County's delivery vehicle broke down.

(b) If the Contractor fails to maintain and calibrate the scales as required by Section 3.3 of this Agreement, the Director shall give notice of the failure to Contractor. The County shall assess an administrative charge against Contractor in the amount of Five Hundred (\$500) per day if Contractor fails to remedy the failure within five (5) Operating Days after receiving notice from the Director. The first charge shall be assessed on the sixth Operating Day after the notice is received.

(c) If the Contractor fails to submit a report, record, or other document (collectively, "documents") to the County in compliance with the deadlines in this Agreement, the Director shall give notice to the Contractor of such failure. The County shall assess an administrative charge against the Contractor in the amount of One Hundred Dollars (\$100) per day per document, if the Contractor fails to submit the appropriate documents within ten (10) Operating Days after receiving notice from the Director. The first charge(s) shall be assessed on the eleventh Operating Day after the notice is received.

(d) If the Contractor fails or refuses to comply with the requirements in Section 5.3, 5.4, or 5.5 of this Agreement, the Director shall give notice of such failure to the Contractor. The County shall assess an administrative charge against the Contractor in the amount of Two Hundred Fifty (\$250) per occurrence per Operating Day if the Contractor fails to comply with the applicable requirements within three (3) Operating Days after receiving notice of such failure from the Director. The first charge(s) shall be assessed on the fourth Operating Day after the notice is received.

11.2 Exemptions from Administrative Charges

The Contractor shall not be required to pay administrative charges in those cases where the delay or failure in Contractor's performance was (a) excused in advance by the Director or (b) due to unforeseeable causes that were beyond Contractor's reasonable control, and without the fault or negligence of the Contractor. The County, in its sole discretion, may waive its right to collect one or more administrative charges.

11.3 Payment of Administrative Charges

The Director shall assess administrative charges on a monthly basis. If administrative charges are assessed, the County shall deduct the administrative charges from the Service Fee paid to the Contractor, after the Contractor has been given an opportunity to appeal the assessment in the manner provided in this Section.

At the end of each month, the Director shall notify Contractor in writing of any administrative charges that will be assessed and the basis for each assessment. If Contractor wishes to contest an assessment, the Contractor shall, within ten (10) Operating Days after receiving the Director's notice, request in writing an opportunity to present its case to the County Manager. The County Manager shall provide the Contractor a reasonable opportunity to be heard and then shall notify the Contractor in writing of his or her decision concerning the administrative charges. The decision of the County Manager shall be final and non-appealable, unless the amount of the administrative charge in any Operating Month will exceed Five Thousand Dollars (\$5,000). If the administrative charge in one Operating Month exceeds this amount, the Contractor may use the dispute resolution procedures in Section 17.7, below. To exercise this right, the Contractor shall deliver written notice to the Director within seven (7) calendar days after receiving the County Manager's written decision.

ARTICLE 12. REMEDIES NOT EXCLUSIVE

The remedies specified in this Agreement shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any administrative charges by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the County, nor serve as the basis for a claim of estoppel against the County, nor prevent the County from terminating this Agreement. The County's decision to refrain from assessing administrative charges, or suspending or terminating this Agreement, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the County's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor. No remedy conferred by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13. RESERVED

ARTICLE 14. PERFORMANCE BOND

The Contractor shall furnish to the County an irrevocable, annually renewable, Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of Five Hundred Thousand

Dollars (\$500,000) or at least one-half of the County's estimated annual payment to the Contractor under this Agreement during the next Operating Year, whichever is greater. The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit "B", and shall be subject to the approval of the County. The Performance Bond shall be issued by a surety company that is acceptable to the County, which acceptance shall not be unreasonably denied. At a minimum, the surety company shall be rated "A+" or better as to management and "FSC XV" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The surety shall have been in business and have a record of successful and continuous operation for at least five years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; (c) serve as security for the payment of all Persons performing labor and furnishing materials in connection with this Agreement; and (d) not be canceled or altered without at least thirty (30) calendar days prior notice to the County. The Contractor shall furnish the Performance Bond to the County at least twenty (20) calendar days before the Commencement Date. The Contractor shall renew the Performance Bond, as necessary, and shall maintain the Performance Bond in effect at all times from the Commencement Date throughout the Term.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" and used if there is any default or breach of this Agreement by the Contractor. Calling or using the Performance Bond shall not restrict or preclude the use of any additional or other remedies available to the County against the Contractor for breach, default or damages. The surety's decision to not renew the Performance Bond shall not constitute a valid basis for making a claim against the expiring bond. In the event of a strike of the employees of Contractor, or any other similar labor dispute which makes performance of this Agreement by the Contractor substantially impossible, the County shall have the right to call the Performance Bond three (3) days after giving notice and may engage another Person to provide necessary services.

At the Contractor's option, the Contractor may provide an irrevocable, annually renewable, letter of credit to the County instead of a Performance Bond. The form of the letter of credit shall be substantially the same as shown in Exhibit "F." The letter of credit shall be subject to the prior approval of the County.

ARTICLE 15. CONTRACTOR'S INSURANCE

15.1 General Requirements

The Contractor shall maintain, on a primary basis and at its sole expense, the following insurance coverages with the limits and endorsements described herein, beginning on or before the Commencement Date and continuing at all times thereafter until this Agreement is terminated or expires. The requirements contained herein, as well as the County's review and acceptance of insurance maintained by the Contractor, shall not in any manner limit or qualify

the liabilities or obligations assumed by the Contractor under this Agreement.

15.2 Commercial General Liability

Contractor shall maintain Commercial General Liability with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products – Completed Operations	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000
Contractual Liability	Included

The General Liability insurance form shall be no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services office or equivalent, without restrictive endorsements. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability. The coverage shall include: (1) Bodily Injury and Property Damage; (2) Premises and Operations; (3) Independent Contractors; (4) Products and Completed Operations; (5) Broad Form or equivalent Contractual Coverage applicable to the Agreement and specifically confirming the indemnification and hold harmless provisions in the Agreement; (6) Broad Form or equivalent Property Damage Coverage; (7) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and (8) Explosion, Collapse, and Underground Coverage (X/C/U).

15.3 Business Automobile Liability

Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

15.4 Pollution Liability (Environment Impairment)

Contractor shall maintain Pollution Liability (Environmental Impairment) at a minimum limit not less than \$2,000,000 Each Claim / \$4,000,000 Aggregate including all sudden and non-sudden events.

15.5 Excess Liability

Contractor shall maintain Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. Contractor shall include each required policy herein as an underlying policy on the Excess Liability. Contractor shall endorse the County as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Excess Liability provides coverage on a “True Following-Form” basis. This liability may be

satisfied by Umbrella Liability form, and the limit may be satisfied by multiple layers of coverage.

15.6 Worker's Compensation Insurance & Employers Liability

Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. Contractor shall maintain Employers Liability Limits not less than \$1,000,000 Each Accident, \$1,000,000 Disease Each Employee, and \$1,000,000 Disease Policy Limit.

15.7 Additional Insured Endorsements

Contractor shall endorse its insurance with the County as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the County with either a CG 2026 Additional Insured – Designated Person or Organization endorsement or CG 2010 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the County with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Contractor shall endorse the County with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a "True Following-Form" basis. The Additional Insured shall read "Lake County, a political subdivision of the State of Florida, and the Board of County Commissioners," for all endorsements. These endorsements shall specifically state that the coverage afforded by the endorsement shall be provided on a primary and non-contributory endorsement. This primary and non-contributory language can be included in the additional insured endorsement, can be provided in a separate stand-alone endorsement, or this language can be included in the actual liability coverage form for the line of insurance coverage that is being evidenced to the County. A copy of any endorsement issued to extend coverage to the County must be provided when evidencing insurance to the County.

15.8 Waiver of Subrogation

Contractor agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis. A copy of any endorsement issued to extend coverage to the County must be provided when evidencing insurance to the County.

15.9 Certificate(s) of Insurance

At least ten (10) Days prior to the Commencement Date, Contractor shall provide County a Certificate of Insurance evidencing that all coverages, limits, deductibles, self-insured retentions and endorsements required herein are maintained and in full force and effect. Said Certificate of Insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any cancellation, material change in coverage, or non-renewal of coverage. If the insurance company refuses to provide such notice, the Contractor shall be responsible for providing this notice to the County. The Contractor shall ensure that such notice is provided to the County. The Certificate of Insurance shall identify the County's RFP No. 13- _____ in the Description of Operations section of the Certificate. The Certificate Holder shall be identified as:

Lake County, a political subdivision of the State of Florida,
and the Board of County Commissioners
P.O. Box 7800
315 West Main Street
Tavares, FL 32778-7800

The Certificates of Insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each policy includes a Cross Liability or Severability of Interests provisions, with no requirements for premium payments by the County. The Certificate of Insurance shall be provided to the County Attorney's Office, at the address provided above. Copies shall be provided as follows:

Copy to: Lake County
Insurance Compliance
P.O. Box 7800
315 West Main Street, Suite 335
Tavares, FL 32778-7800

Copy to: Lake County
Risk Management Division
P.O. Box 7800
315 West Main Street, Suite 335
Tavares, FL 32778-7800

15.10 Deductibles, Self-Insured Retentions, and Supplemental Coverage

Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds Two Hundred and Fifty Thousand Dollars (\$250,000) for any of the foregoing required policies, the County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonability of the retention levels, based on the financial capacity of Contractor. All self-insured retentions shall appear on the Certificate of Insurance and shall be subject to the County's approval. At the County's option, the Contractor may be required to reduce or

eliminate the self-insured retentions, or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and any Subcontractor providing the insurance.

For policies written on a "Claims-Made" basis, Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement. In the event the policy is canceled, not renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggers the right to purchase a Supplemental Extended Reporting Period (SERP) coverage during the term of this Agreement, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

15.11 Right to Revise or Reject

The County reserves the right, but not the obligation, to reject any insurance policies that fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with applicable laws. Neither the County's approval of any insurance provided by the Contractor or a Subcontractor, nor the County's failure to disapprove such insurance, shall relieve the Contractor or a Subcontractor of any part or all of its responsibility for any liability, damages, or accidents, as set forth herein.

15.12 Minimum Requirements for Insurance Companies

Insurance companies selected by the Contractor are subject to the approval of the County. All of the insurance provided pursuant to this Agreement must be issued by an insurance company duly authorized and licensed to do business in the State of Florida with a Financial Stability Rating of A- to A++ based on the latest edition of A.M. Best's Insurance Guide. Additionally, the Financial Category Size must be VI or greater.

15.13 Other Insurance Requirements

At its option, the County may allow the Contractor to be self-insured for one or more lines of coverage. In such circumstances, the Contractor shall be required to demonstrate to the satisfaction of the Risk Management Division of the County that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the Risk Management Division.

Neither approval by the County of any insurance supplied by the Contractor or a Subcontractor, nor a failure to disapprove such insurance, shall relieve the Contractor or any Subcontractor of their responsibility for liability, damages, and accidents as set forth herein.

The Contractor shall immediately advise the County of actual or potential litigation that will reduce the coverage provided to the County.

An insurer shall have no right of recovery against the County. The required insurance policies shall protect the Contractor and the County, and they shall be the primary coverage for any losses covered by the policies. The Contractor shall confirm that any company issuing insurance pursuant to this Agreement agrees it has no recourse against the County for payment of premiums or assessments in any form for such insurance.

15.14 Subcontractors' Insurance

The Contractor shall be responsible for all of its Subcontractors (if any) and their insurance. The Contractor shall ensure that all Subcontractors secure and maintain all insurance coverages and other financial sureties required by Applicable Law. The Contractor shall ensure that such insurance is adequate for the services provided by the Subcontractor. The Contractor is responsible for any inadequacies in the types and limits of insurance maintained by its Subcontractors. The Contractor's liability under this Agreement is not limited by the presence or lack of its own insurance or the insurance of its Subcontractors.

15.15 Notice of Claims

The Contractor shall notify the County of all accidents, incidents, events or injuries which the Contractor believes will result in a claim of \$50,000 or more, arising out of the Contractor's performance of its work under this Agreement, including but not limited to claims relating to workplace injuries. The Contractor shall notify the County of any claim established and accepted as a liability under its commercial insurance or self-insurance which is paid in an amount equal to or greater than \$50,000.00. The Contractor shall notify the County of any death arising out of the Contractor's performance under this Agreement. The Contractor shall notify the County of any events, accidents, injuries, suits, claims, or Citations which the Contractor believes will create a liability for the County, including events involving Pollution or environmental contamination at the Disposal Facility. The Contractor's obligations hereunder do not include claims based upon any rights which exist or may exist under the laws pertaining to employment rights, such as, but not limited to the 1964 Civil Rights Act, as amended, the National Labor Relations Act, the Florida Human Rights Act, the Americans With Disabilities Act or the Family Medical Leave Act. The Contractor's obligations hereunder are subject to any confidentiality agreement relating to any claim. All notices required under this Section 15.15 shall be provided within ten (10) Operating Days after the Contractor learns of the facts that trigger the Contractor's obligation to provide notice.

ARTICLE 16. REPRESENTATIONS AND WARRANTIES

16.1 County's Representations and Warranties

The County represents and warrants to the Contractor that:

(a) The County is duly organized and existing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations contemplated by this Agreement;

(b) As of the Effective Date, the County has the power, authority, and legal right to enter into and perform its obligations under this Agreement, and the execution, delivery, and performance of this Agreement by the County: (i) have been duly authorized by all requisite action of the County; (ii) do not require any other approvals by any other governmental officer or body, other than those permits or approvals contemplated to be obtained after the Effective Date; (iii) do not require any consent or referendum of voters; and (iv) will not violate any law applicable to the County; and

(c) This Agreement has been duly entered into and delivered by the County and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the County, enforceable by the Contractor against the County in accordance with its terms, except to the extent its enforceability is limited by (i) application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations, and (ii) public policy limitations on the enforceability of indemnification provisions.

16.2 Contractor's Representations and Warranties

The Contractor represents and warrants to the County that:

(a) The Contractor is a [corporation/limited liability company] duly incorporated and validly existing in good standing under the laws of the state of its formation, is in good standing under the laws of the State of Florida, and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.

(b) The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations set forth in this Agreement and possesses all orders, permits, consents, licenses, approvals, franchises, certificates, registrations, and other authorizations from third parties and governmental authorities that are necessary to conduct its current business and to satisfy its duties and obligations under this Agreement.

(c) This Agreement has been duly executed and delivered by the Contractor and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Contractor, enforceable by the County against the Contractor in accordance with its terms, except to the extent its enforceability is limited by (i) application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations, and (ii) public policy limitations on the enforceability of indemnification provisions.

(d) The execution, delivery, and performance of this Agreement by the Contractor: (i) have been duly authorized; (ii) do not require the approval of any governmental officer or body, other than those permits or approvals contemplated to be obtained after the

Effective Date; (iii) have been duly authorized by all requisite [corporate/company] action of the Contractor, and no other [corporate/company] proceedings on the part of the Contractor, [its shareholders, or its Board of Directors/its members, or its managers] are necessary to authorize this Agreement or to perform the duties and obligations of the Contractor contemplated by it; (iv) will not violate any law applicable to the Contractor or its property or any provisions of the Contractor's [articles of incorporation or bylaws/articles of organization or operating agreement]; (iv) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a party or by which the Contractor or its assets may be bound or affected in any manner that prohibits or otherwise adversely affects the Contractor's ability to perform its obligations under this Agreement; and (v) do not and will not violate any copyrights, patents, or other intellectual or proprietary rights of any person.

(e) To the best of the Contractor's information and belief, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the County, the Contractor, or the Guarantor in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the Contractor of its obligations under this Agreement or the performance of the Guarantor under the Guaranty, or that in any way would adversely affect the validity or enforceability of this Agreement, the Guaranty, or any other agreement or instrument entered into by the Contractor or any of its affiliates in connection with this Agreement.

(f) The Contractor will be in compliance at all times with the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, because the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against the Contractor's employees or applicants for employment. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability. The Contractor understands and agrees that this Agreement is conditioned on the veracity of this Section 16.2(f) and that a breach of this condition will constitute a material breach of this Agreement.

(g) The Contractor shall comply with Applicable Law concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

(h) The Contractor did not engage, directly or indirectly, in any collusion, bribery, deception, or fraud in connection with its response to the County's Request for Proposals (No. 13-____) for the services to be provided under this Agreement, or in derogation of the statements made by the Contractor in the Proposer's Affidavit that the Contractor provided to the County in connection with the Contractor's response to the Request for Proposals.

(i) None of the agents, members, managers, partners, officers, directors, employees, executives, or shareholders of the Contractor, or any affiliate that is active in the management of the Contractor, has been convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.

(j) The personnel employed at the Disposal Facility have the proper skill, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in accordance with this Agreement.

(k) No County employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process pursuant to which this Agreement was awarded or in connection with this Agreement or the services to be provided pursuant to this Agreement, and no County employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.

(l) The Contractor acknowledges that Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, both lists of which are created pursuant to Section 215.473, Florida Statutes, and certifies, represents, and warrants to the County that the Contractor is not on either of those lists and will not be placed on either of those lists during the Term of this Agreement.

(m) To the best of the Contractor's information and belief, the soil, groundwater, surface water, and air at the Site are not contaminated at a level that exceeds the criteria in any applicable Environmental Law.

16.3 Survival of Representations and Warranties

The representations and warranties of the parties in this Section 16, and the remedies of either party for a breach of those representations and warranties, shall survive the expiration or termination of this Agreement.

ARTICLE 17. GENERAL CONDITIONS

17.1 Authorized Representatives

For purpose of addressing any issue arising under this Agreement, the parties' authorized representatives are as follows:

For the Contractor: _____

() (telephone)
() (telecopy)

For the County: Lake County
County Manager
P.O. Box 7800

315 West Main Street, Suite 335
Tavares, FL 32778-7800
Telephone: 352/343-9787
Facsimile: 352/343-9646

Either party may change its authorized representative at any time by written notice to the other party. The Contractor's authorized representative shall have express authority to act on behalf of the Contractor with respect to all aspects of this Agreement. Likewise, except as provided by applicable law, the County's authorized representative shall have express authority to act on behalf of the County with respect to all aspects of this Agreement.

17.2 Subcontractors

The Contractor shall not enter into a subcontract for the disposal of the County's Solid Waste or the Ash Residue generated from the combustion of the County's Solid Waste without the advance written consent of the County. If the Contractor enters into a subcontract for the disposal of such waste, the provisions of this Agreement shall apply to the Subcontractor and its agents, officers, and employees in all respects, as if the Subcontractor and they were employees of the Contractor. Before entering into a subcontract for the disposal of the County's Solid Waste or related Ash Residue, the Contractor shall (a) provide notice to the County of the name of the proposed Subcontractor, the services to be provided by the Subcontractor, the place of business of the Subcontractor, and any other information reasonably requested by the County and, (b) provide to the Subcontractor a copy of this Agreement. In cases involving the disposal of the County's waste, the Contractor shall require each Subcontractor to comply strictly with the requirements in this Agreement, and the Contractor shall secure from each Subcontractor an indemnification agreement in favor of the County that is equivalent to the indemnification required of the Contractor by this Agreement. The requirements in this paragraph do not apply to any Subcontractor or Disposal Facility that is listed in Exhibit "E" on the Effective Date.

With regard to any type of subcontract, whether it involves the disposal of the County's Solid Waste or other matters, the Contractor shall not be relieved or discharged in any manner from its duties, liabilities, and obligations under this Agreement as a result of entering into any subcontract. If the Contractor uses any Subcontractors in the performance of the work required hereunder, the Contractor shall be responsible to the County for the acts and omissions of its Subcontractors and for any Person that is directly or indirectly employed by the Subcontractors.

Nothing in this Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or see to the payment of any monies that may be due to any Subcontractor.

17.3 Relationship of the Parties

Neither party shall have any responsibility to perform services for or to assume contractual obligations that are the responsibility or obligations of the other party, except as expressly provided in this Agreement. Nothing in this Agreement shall constitute either party as an agent, partner, or representative of the other party, or create any fiduciary relationship

between the parties, other than as expressly provided in this Agreement. The relationship of the Contractor to the County created by this Agreement is that of an independent contractor. No agent, officer, director, employee, consultant, Subcontractor, or representative of the Contractor is, will be, or will be deemed to be, an agent, official, employee, or representative of the County or any political subdivision of the State of Florida. No Person performing work or providing services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County. The Contractor assumes full responsibility for the payment and reporting of all local, state, foreign, and federal taxes and other contributions imposed or required under unemployment, social security, income tax, and similar laws, with respect to the performance of the Contractor's obligations under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Contractor shall not have the right or power to make any contracts, commitments, or admissions of liability for or on behalf of the County. The Contractor shall be solely responsible for the means, methods and procedures used by the Contractor to perform its work under this Agreement.

17.4 Assignment or Transfer

This Agreement is not assignable by operation of law or otherwise without the advance written approval of the other party to this Agreement. Any attempted assignment of this Agreement by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this Agreement by the Contractor will not relieve the Contractor from the performance of its duties, covenants, agreements, obligations, and undertakings under this Agreement, unless the assignment expressly provides otherwise. No assignment by the Contractor shall be effective unless the assignee confirms in writing to the County that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Contractor. Notwithstanding the foregoing, the County may assign its rights under this Agreement (without the Contractor's consent or approval) to a governmental successor of the County, including but not limited to an agency or Solid Waste authority. An assignment by the County of its rights under this Agreement to a governmental successor of the County will relieve the County from the performance of its duties, covenants, agreements, and obligations under this Agreement after the effective date of the assignment. However, the County shall continue to be liable for the obligations it incurred under this Agreement prior to the effective date of the assignment, including but not limited to the County's obligation to pay the Contractor for the Acceptable Waste that the County delivered to the Contractor prior to the effective date of the assignment.

17.5 No Third Party Beneficiaries

This Agreement is binding on, and inures to the benefit of, every approved or authorized assignee and successor in interest of a party to it. Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer or grant to any Person, except the County, the Contractor, the County Indemnified Parties, and their respective heirs, representatives, and approved or authorized assignees and successors, any claim, right, remedy, or privilege under this Agreement or any provision of it. Without limiting the generality of the foregoing, this Agreement is not intended to create any third party beneficiaries and this Agreement shall not be construed to impose on the County any liability or obligation to any Subcontractor.

17.6 Notices

Unless this Agreement expressly provides otherwise or permits it to be given orally, each notice, demand, request, approval, statement, and other communication required or permitted by this Agreement will be valid only if it is (a) in writing (whether or not the applicable provision states that it must be in writing), (b) delivered in person or by telecopy, commercial courier, or first-class, postage prepaid, United States mail (certified or registered), and (c) addressed by the sender to the intended recipient as follows:

With copies to:

(a) If to the County:

County Manager
Lake County
P.O. Box 7800
315 West Main Street, Suite 335
Tavares, FL 32778-7800
Telephone: 352/343-9787
Facsimile: 352/343-9646

With a copy to:

County Attorney
Lake County
P.O. Box 7800
315 West Main Street, Suite 335
Tavares, FL 32778-7800
Telephone: 352/343-9787
Facsimile: 352/343-9646

(b) If to the Contractor:

Attn: _____
Telephone: _____
Facsimile: _____

A validly given notice, demand, request, approval, statement, or other communication (other than checks and other forms of payment) will be effective on the earlier of its receipt, if delivered personally or by telecopy or commercial courier, or the fifth day after it is postmarked by the United States Postal Service, if delivered by postage prepaid, United States mail. Each party promptly shall notify the other party of any change in its mailing address or telecopy number for notices.

17.7 Dispute Resolution

The County and the Contractor shall resolve in the manner provided in this Section 17.7 any claim, dispute, or controversy (collectively, "Dispute") between them that arises out of, or with respect to, this Agreement or the services provided by the Contractor pursuant to this Agreement.

(a) Non-Binding Mediation. If the parties are unable to resolve a Dispute by mutual agreement, they shall promptly attempt in good faith to resolve the Dispute by non-binding mediation in Lake County, Florida, in accordance with Florida Supreme Court Rules, within ninety (90) days after the appointment of a certified civil mediator who maintains a law or dispute resolution practice in central Florida, and is mutually acceptable to the parties. Any party may elect to submit the Dispute to mediation by delivering written notice to the other party that sets forth with particularity the nature of its claim or demand, the authority for making the claim or demand, and a proposed remedy or the nature and extent of any monetary claim. After consultation with the parties and their counsel, the mediator shall fix a reasonable time and place in Lake County for the mediation conference within the time limits prescribed by this Section. The mediation conference shall be scheduled for no less than one full working day, and each party and its primary counsel shall attend the mediation conference. If either a party or its primary legal counsel fails to attend the mediation conference, that party shall be liable for the other party's reasonable cost of attending the mediation conference, including the mediator's fee and the other party's attorney fees and costs. Except as provided in the preceding sentence, the parties shall share equally the costs of mediation, including the fees of the mediator and any rental or other cost of obtaining a place for the mediation, but excluding their own expenses and attorney fees. If the parties reach a mutually acceptable settlement of the Dispute during the mediation, they shall record the settlement in a written settlement agreement that will be binding on both of them. Neither party shall terminate the mediation unless each of them has participated (or been afforded an opportunity to participate) in the mediation and is unable to agree on a settlement. Mediation discussions between parties and opinions of the mediator are confidential and are not permitted to be relied on, referred to, or introduced as evidence in any subsequent litigation or other legal proceeding. All applicable statutes of limitation will be tolled during the pendency of mediation, and the parties to the mediation shall take any and all action that is necessary to accomplish that tolling.

(b) Litigation. If a Dispute is not resolved pursuant to mediation within 60 days after the initiation of the mediation conference, any party to the Dispute may elect to resolve the Dispute by initiating litigation after providing ten (10) days' advance written notice to the other party.

Notwithstanding anything else contained herein, if either party terminates this Agreement for cause pursuant to Article 9, the terminating party shall have the right, in its sole discretion, to proceed directly with litigation of any claims or disputes relating to the termination for cause (and may include other claims and disputes unrelated to the termination) and shall not be required to submit such claims or disputes to the mediation process set forth in this Section 17.7.

(c) Operations Pending Dispute Resolution. If a Dispute arises between the County, the Contractor, or any other Person concerning the Contractor's performance, rights, obligations, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending Dispute.

17.8 Governing Law, Venue and Attorneys' Fees

The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to resolution of conflicts with laws of other jurisdictions. The parties (a) consent to the personal jurisdiction of the state and federal courts having jurisdiction over Lake County, Florida, (b) stipulate that the proper, exclusive, and convenient venue for all legal proceedings arising out of this Agreement are the Circuit Court for Lake County, Florida, for a state court proceeding, and the United States District Court for the Middle District of Florida, for a federal court proceeding, and (c) waive any defense, whether asserted by motion or pleading, that the Circuit Court for Lake County, Florida, or the United States District Court for the Middle District of Florida, is an improper or inconvenient venue.

17.9 Waiver of Jury Trial

THE PARTIES AGREE THAT ANY CLAIM FILED IN STATE OR FEDERAL COURT CONCERNING THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT SHALL BE HEARD BY A JUDGE, SITTING WITHOUT A JURY. THE COUNTY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, PERMANENTLY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A JURY TRIAL CONCERNING ANY SUCH CLAIM.

17.10 Entire Agreement

This Agreement records the entire understanding of the parties regarding the subjects addressed in it and supersedes any prior agreement, understanding, or representation, oral or written, by them. Neither party assumes any responsibility for any statement or representation made by any Person to the other party or any understanding with the other party before executing this Agreement (including any projections, assumptions, parameters, or estimates provided by the County) unless the statement, representation, or understanding is expressly stated in this Agreement. The Contractor may not rely upon or make any claim against the County with respect to the accuracy or completeness of any information made available by the County to the Contractor or the Contractor's interpretation of or conclusions with respect to that information.

17.11 Construction and Interpretation of Agreement

(a) The parties are represented by counsel and they voluntarily waive any rule of law that would require any doubtful or ambiguous provisions contained herein to be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

(b) The words "include" and "including" as used herein shall be deemed to be followed by the phrase "without limitation." References to "included" matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.

(c) It is anticipated that the County will hire a private hauling company to deliver the County's Solid Waste to the Disposal Facility for the County. Accordingly, whenever this Agreement refers to the delivery of Solid Waste or other material by the County, the Agreement shall be construed to mean delivery by or on behalf of the County, or delivery caused by or on behalf of the County, regardless of whether such language is expressly stated herein.

(d) This Agreement was executed after the County issued a RFP (No. 13-____) and the Contractor submitted a response to the County's RFP. This Agreement shall supersede the provisions in the County's RFP and the Contractor's response to the County's RFP. The terms of this Agreement shall govern if there is any conflict between the Agreement, the RFP, and the Contractor's response.

(e) In the event of any conflict between the provisions of this Agreement and the exhibits attached hereto, the provisions of this Agreement shall govern.

(f) Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. The words "agree," "agreement," "consent," and "approval," as used herein shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or delayed," except as specifically noted.

(g) Words or phrases which are defined herein by reference to a statute, rule or regulation shall have the meaning ascribed to such word or phrases as of the Effective Date, without regard to subsequent changes in such statutes, rules or regulations, except where this Agreement expressly provides otherwise.

(h) In the event of any conflict between this Agreement and Applicable Law, the requirements of the Applicable Law shall govern. The Contractor shall not be in breach of this Agreement if the Contractor complies with the Applicable Law in contravention of this Agreement. In the event of a conflict between this Agreement and the Contractor's Operating Manual, rules, and regulations, this Agreement shall control.

17.12 Exhibits

All of the exhibits attached hereto are specifically incorporated into and made a part of this Agreement. The exhibits are:

Exhibit "A" – Site Description and Layout

Exhibit "B" – Performance Bond

Exhibit “C” – Parent Corporation Guaranty
Exhibit “D” – Service Fees
Exhibit “E” – Disposal Facilities
Exhibit “F” – Letter of Credit

17.13 Headings and References

The Article and Section headings preceding the text of the Sections of this Agreement are solely for ease of reference. The Article and Section headings do not constitute a part of this Agreement and shall not affect its meaning or interpretation. Unless otherwise expressly stated, a reference in this Agreement to a Section or exhibit is to a Section or exhibit of this Agreement. Any references to an agreement or other instrument shall include every renewal, extension, supplement, modification, or amendment to the agreement or instrument.

17.14 Execution of Counterparts

The parties may execute this Agreement in counterparts. Each executed counterpart of this Agreement shall constitute an original document. All executed counterparts, together, shall constitute the same agreement.

17.15 Amendments

This Agreement may be amended only by written instrument specifically referring to this Agreement and executed by both parties with the same formalities as this Agreement.

17.16 Severability

Whenever possible, each provision of this Agreement shall be construed and interpreted so that it is valid, lawful, and enforceable under Applicable Law. If a provision of this Agreement (or the application of it) is held by a court to be invalid, unlawful, or unenforceable under Applicable Law, that provision shall be deemed modified to the extent necessary to conform with Applicable Law or, if not modifiable, then it shall be deemed separable from the remaining provisions of this Agreement and, in either event, the remaining provisions of this Agreement shall remain unmodified and in full force and effect. The invalid, unlawful, or unenforceable provision shall not affect the validity, lawfulness, or interpretation of any other provision of this Agreement or the application of that provision to a Person or circumstance in which it is valid, lawful, and enforceable. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the parties shall negotiate in good faith an amendment, modification, or supplement to this Agreement, to the maximum extent practicable, to give effect to the intent of the parties.

17.17 Waiver

A waiver of any provision of this Agreement shall be valid and effective only if it is in writing and signed by or on behalf of the party granting the waiver. No delay or course of dealing by a party to this Agreement in exercising a power, right, or remedy under this

Agreement will operate as a waiver of any power, right, or remedy of that party, except to the extent expressly set forth in a writing signed by or on behalf of that party. In addition, the written waiver by a party of a power, right, or remedy under any provision of this Agreement will not constitute a waiver of any succeeding exercise of the power, right, or remedy or a waiver of the provision itself. Any waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

Attest:

LAKE COUNTY, by and through its
Board of County Commissioners

Neil Kelly, Clerk of the Board of
County Commissioners of Lake
County, Florida

Leslie Campione, Chairman

This _____ day of _____, 2013

Approved as to form and legal sufficiency

Sanford A. Minkoff
County Attorney

(COUNTY SEAL)

WITNESSES:

CONTRACTOR

Signature

By:

Signature

Printed Name

Printed Name and Title

____ day of _____, 2013

____ day of _____, 2013

Signature

Printed Name

____ day of _____, 2013

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and he/she executed the foregoing Agreement as the proper official of _____ for the uses and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2013.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

SITE DESCRIPTION AND LAYOUT

EXHIBIT “B”

PERFORMANCE BOND

CONTRACTOR (name, principal place of business, and phone number):

SURETY (name, principal place of business, and phone number):

COUNTY:

County Manager
Lake County
P.O. Box 7800
315 West Main Street, Suite 335
Tavares, FL 32778-7800

BOND No.

Date: _____

Amount: _____ Hundred Thousand Dollars (\$___00,000.00)

KNOW ALL MEN BY THESE PRESENTS that we,
_____, (hereinafter “CONTRACTOR”), as Principal, and
_____, (hereinafter “SURETY”), as Surety, are held and
firmly bound unto the County of Tampa, Florida (hereinafter “COUNTY”), as Oblige, in the
penal amount of _____ Hundred Thousand Dollars (\$___00,000.00), for the payment
whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the SURETY has read all of the “Agreement for the Disposal of Class I
Waste” (hereinafter “Agreement”) that is attached hereto and incorporated herein by reference,
and SURETY has carefully considered the CONTRACTOR’s obligations and duties under the
Agreement, including but not limited to the provisions of Article 9 (“Termination and Force
Majeure Events”) and Article 10 (“Damages and Indemnification”); and

WHEREAS, the COUNTY'S grant of a contract to the CONTRACTOR, and the COUNTY's execution of the Agreement with the CONTRACTOR, are contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR'S obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the COUNTY all losses, damages, expenses, costs, and attorneys' fees, including fees incurred in appellate proceedings, the COUNTY sustains because of a default by the CONTRACTOR under the Agreement; provided, however, that such payments shall not exceed the penal sum of this BOND.

3. The fact that the COUNTY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the COUNTY may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.

4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the COUNTY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the CONTRACTOR under the Agreement for the completion of performance.

6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

7. In the event there is a failure to perform the conditions of this obligation, the COUNTY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the COUNTY may do so

without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a state or federal court of competent jurisdiction in or for Lake County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

10. Notices to the SURETY, the COUNTY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the COUNTY that it has a rating of "A+" or better as to management and "FSC XV" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the COUNTY.

12. This BOND shall be in effect for a term beginning _____, 201__ and ending _____, 201__. This BOND may be extended for additional terms at the option of the SURETY, as evidenced by continuation certificates executed by the SURETY.

EXHIBIT "C"

PARENT CORPORATION GUARANTY

This Parent Corporation Guaranty ("Guaranty") dated as of _____, 201____, is executed by *[Name of Project Guarantor]* ("Guarantor"), a *[State/Country]* corporation, having its principal place of business in *[County/State/Country]*, to and for the benefit of Lake County, Florida ("County"), a political subdivision of the State of Florida. The Guarantor agrees as follows:

1. Background. *[Name of Contractor]* ("Contractor"), a *[State/Country]* corporation and a wholly owned subsidiary of the Guarantor having an office at *[Street Address]*, wishes to enter into a "Agreement for the Disposal of Class I Waste" ("Agreement") with the County with respect to the disposal of certain waste materials. The Guarantor is willing to guarantee, as set forth below, the performance of the Contractor under the Agreement. The County would not enter into the Agreement unless the Guarantor provided this Guaranty.

2. Guaranty. The Guarantor hereby absolutely, unconditionally, and irrevocably guarantees (a) the full and prompt payment and performance by the Contractor of the duties, responsibilities, and obligations described in Section 10.3 of the Agreement, in accordance with the terms and conditions of the Agreement, and (b) the payment of all costs incurred by the County to enforce this Guaranty. The obligations of the Guarantor under this Guaranty are absolute, present, continuing, irrevocable, and unconditional, will remain in full force and effect until the Contractor has fully discharged all of its obligations under the Agreement in accordance with its terms, and will not be subject to any set-off, defense, deduction, or counterclaim (other than defenses otherwise available to the Contractor) based on any claim that the Guarantor might have against the County, the Contractor, or any other person. Without limiting the foregoing, the obligations of the Guarantor under this Guaranty will not be released, discharged, diminished, or in any way affected by reason of any change or indulgence (including a gratuitous indulgence not effected by legal modification made or granted by the County) including the following (whether with or without notice to, knowledge by, or further consent of the Guarantor):

- (i) the extension or renewal of this Guaranty;
- (ii) any exercise or any failure, omission, or delay by the County in the exercise of any right, power, or remedy conferred on the County with respect to this Guaranty or the Agreement;
- (iii) any permitted transfer or assignment of rights or obligations under the Agreement by any party or any permitted assignment, conveyance, or other transfer of any of the County's or the Contractor's respective interests in the Agreement;
- (iv) any permitted assignment for the purpose of creating a security interest or mortgage of all or any part of the respective interests of the County or the Contractor in the Agreement;

(v) any change, waiver, amendment, extension, alteration, acceleration, or modification in respect of any party's obligations under the Agreement or the release or discharge of the County from the performance or observance of any of its obligations under the Agreement by operation of law;

(vi) the voluntary or involuntary sale, liquidation, dissolution, or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, moratorium, arrangement, composition with creditors, or readjustment of, or other similar proceedings against the County, the Contractor, or the Guarantor, or any allegation or contest of the validity of this Guaranty in any such proceeding (it is specifically understood, consented to, and agreed that, to the extent permitted by law, this Guaranty will remain and continue in force and effect and will be enforceable against the Guarantor to the same extent and with the same force and effect as if the proceeding had not been instituted, it being the intent and purpose of this Guaranty that the Guarantor waives all rights and benefits that might accrue to it by reason of any such proceeding);

(vii) any sale or other transfer by the Guarantor or any of its affiliates of any of their ownership interests (if any) in the Contractor, or other interest of the Guarantor or any affiliate in the Contractor now or hereafter owned, directly or indirectly, by the Guarantor or any of its affiliates, or any change in the composition of the interests in the Contractor;

(viii) any failure on the part of the Contractor for any reason to perform or comply with any agreement with the Guarantor (or any of its affiliates);

(ix) the addition of another guarantor of the Contractor's duties, obligations, and responsibilities under the Agreement; or

(x) the partial or complete release of another guarantor of the Contractor's duties, obligations, and responsibilities under the Agreement.

If the Contractor fails to duly and properly perform and satisfy all of its obligations under the Agreement, the Guarantor will, upon written demand of the County setting forth the specific failure of the Contractor, cause the performance and satisfaction of the obligations of the Contractor set forth in such demand. Each and every breach, default, or event of default by the Contractor under the Agreement will give rise to a separate cause of action under this Guaranty, and separate suits may be brought under this Guaranty by the County as each cause of action arises. The Guarantor's obligations under the Guaranty will not terminate and may not be terminated by the Guarantor until such time as the expiration or termination of the Agreement and all the Contractor's duties, obligations, and responsibilities under the Agreement are fully satisfied.

The Guarantor shall, upon performance under the terms of this Guaranty, be entitled to all of the contractual protections under the Agreement to which the Contractor is entitled. However, this Guaranty will be fully enforceable despite the Contractor's discharge in bankruptcy or

adjustment of the debts or obligations of the Contractor (incurred before or after the effective date of the Agreement) in insolvency proceedings or pursuant to some other compromise with creditors.

If a demand is made by the County upon the Guarantor, as provided in this Section 2, and the Guarantor duly and properly performs the obligations of the Contractor set forth in the demand, then (A) the Guarantor shall be subrogated to the rights of the Contractor against the County, if any, and (B) the County shall suspend the pursuit of any remedy against the Contractor relating to or arising out of the occurrence of the failure to perform by the Contractor. However, that right of subrogation will not arise or be effective until such time as all of the Guarantor's obligations under this Guaranty are indefeasibly paid or performed in full and are not subject to being set aside by the order of any bankruptcy court or other court of competent jurisdiction.

3. Guarantor Waivers. The Guarantor hereby unconditionally and irrevocably waives:

- (a) notice from the County of its acceptance of this Guaranty;
- (b) notice of any of the events referred to in Section 2 of this Guaranty, except to the extent that notice is required to be given as a condition to the enforcement of the Contractor's obligations under the Agreement;
- (c) to the fullest extent lawfully possible, all notices that may be required by statute, rule of law, or otherwise to preserve intact any rights against the Guarantor, including, without limitation, presentment to, or demand of payment from, the Contractor with respect to any obligations, and notice to the Contractor of default or protest for nonpayment or failure by the Contractor to perform and comply with its obligations, except any notice provisions to the Contractor required pursuant to the Agreement;
- (d) to the fullest extent lawfully possible, all defenses that may now or hereafter exist by virtue of any stay, valuation, moratorium, statute of limitation, or similar law in any way limiting or restricting the liability of the Guarantor under this Guaranty, except the sole defense of payment and performance;
- (e) any right to require a proceeding first against the Contractor or any other person;
- (f) the filing of claims by the County in the event of the receivership or bankruptcy of the Contractor;
- (g) presentation to, demand of performance from, and protest to, the County of the obligations of the Contractor under the Agreement; and
- (h) all demands upon the Contractor or any other person and all other formalities the omission of any of which, or delay in performance of which, might, but for the provisions of this Section 3 by rule of law or otherwise, constitute grounds for relieving or discharging the Guarantor in whole or in part from its absolute, present, irrevocable, unconditional, and

continuing obligations under this Guaranty, it being the intention of the Guarantor that its obligations under this Guaranty will not be discharged except by payment and performance and then only to the extent of the payment and performance.

4. Representations and Warranties. The Guarantor represents and warrants to, and covenants with, the County as follows:

(a) The Guarantor has full power and unrestricted right to enter into this Guaranty, to incur the obligations provided for in this Guaranty, and to execute and deliver this Guaranty to the County, and, when executed and delivered by the Guarantor, this Guaranty will constitute a valid and legally binding obligation of the Guarantor, fully enforceable by the County in accordance with its terms. The Guarantor is a corporation incorporated, duly organized, and validly existing in good standing under the laws of the [State/Country] of [_____] and has full corporate power and authority to enter into this Guaranty. The Guarantor's execution, delivery, and performance of this Guaranty have been duly authorized by all necessary corporate entities, and this Guaranty has been duly and validly executed and delivered on behalf of the Guarantor;

(b) The execution, delivery, and performance by the Guarantor of this Guaranty will not violate, conflict with, or constitute any default under any law, order, decree, government, regulation, stipulation, or any agreement or instrument binding upon the Guarantor or the bylaws or certificate of incorporation of the Guarantor;

(c) No approval, authorization, or other action by, or filing with, any governmental authority is required in connection with the execution, delivery, and performance by the Guarantor of this Guaranty; and

(d) There are no suits or proceedings by or before any court or administrative agency pending or threatened against or affecting the Guarantor that, if adversely determined, would have a material adverse effect on the financial condition or business of the Guarantor.

5. Assignment. The Guarantor may not assign its duties, obligations, and responsibilities under this Guaranty, except to a successor by merger or consolidation or to any transferee of all or substantially all of the assets of the Guarantor. The Guarantor shall give written notice to the County of any such assignment within 30 calendar days after the effective date of the merger, consolidation, or asset transfer.

6. Taxes and Fees. If the Guarantor is compelled by law, order, decree, regulation, or stipulation to make any deduction or withholding on account of any present or future taxes (including use, sales, capital, property, franchise, consumption, occupational, license, value added, excise, stamp, levies, and impose taxes, and customs and other duties), assessments, fees (including documentation, license, filing, and registration fees), deductions, withholdings, and charges, of any kind or nature whatsoever, together with any fines, penalties, additions, or tax or Interest thereon, however imposed, withheld, levied, or assessed by any country or governmental subdivision, any governmental authority, any international authority, or any other taxing authority (collectively, "Taxes") from any payment due under this Guaranty for the account of

the County, the sum due from the Guarantor in respect of that payment shall be increased by additional amounts necessary to ensure that, after the making of the deduction or withholding with respect to Taxes, the County receives a net sum equal to the sum that it would have received had no such deduction or withholding with respect to Taxes been made, and the Guarantor shall indemnify the County against any losses or costs incurred by it by reason of any failure of the Guarantor to make any such deduction or withholding or by reason of any such additional payment not being made to the County on the due date for that payment. The Guarantor shall deliver to the County evidence satisfactory to the County, including all relevant tax receipts, that those Taxes have been fully and duly remitted to the appropriate authority.

7. Waiver and Modification. No delay, omission, or course of dealing by the County in exercising any right, power, remedy, or privilege under this Guaranty or the Agreement or to require strict performance by the Guarantor of any of the terms, conditions, provisions, or warranties contained in this Guaranty or in any other document, agreement, or instrument shall operate as a waiver of it or affect or diminish any right of the County to thereafter demand strict compliance or performance. A single or partial exercise of any right, power, remedy, or privilege under this Guaranty or the Agreement does not preclude any further exercise of it or the exercise of any other right, power, or privilege. No waiver, release, amendment, modification, or termination of this Guaranty shall be established by the conduct, custom, or course of dealing of any party. A waiver, release, amendment, modification, or termination of this Guaranty will be valid and effective only if it is in writing and signed by a duly authorized representative of the County.

8. Legal Proceedings. The Guarantor hereby agrees to the service of process in the State of Florida for any claim or controversy arising out of or relating to this Guaranty. The Guarantor (a) consents to the personal jurisdiction of the state and federal courts having jurisdiction in Lake County, Florida, (b) stipulates that the proper, exclusive, and convenient venues for all legal proceedings arising out of the Agreement or this Guaranty is the Circuit Court of Lake County, Florida, for state court proceedings, and the United States District Court for the Middle District of Florida, for federal court proceedings, and (c) waives any defense, whether asserted by motion or pleading, that the Circuit Court of Lake County, Florida, or the United States District Court for the Middle District of Florida, is an improper or inconvenient venue. THE GUARANTOR KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT PERTAINING TO THIS GUARANTY OR THE AGREEMENT.

9. Governing Law. The validity, construction, enforcement, and interpretation of this Guaranty are governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to the resolution of conflicts with laws of other jurisdictions. The parties waive any rule of law that would require any ambiguity in this Guaranty to be construed against the party who drafted it.

10. Severability. The Guarantor has executed this Guaranty with the intention that every provision of it is valid, lawful, and enforceable. Accordingly, each provision of this Guaranty should be applied and interpreted so it is valid, lawful, and enforceable. If a provision of this Guaranty (or the application of it) is held by a court to be invalid, unlawful, or

unenforceable under applicable law, however, that provision will be considered separable from the remaining provisions of this Guaranty, will be reformed and enforced to the extent that it is valid and lawful, and will not affect the validity, lawfulness, or enforceability of any other provision of this Guaranty or the application of that provision to a person or circumstance in which it is valid, lawful, and enforceable.

11. Third Party Rights. This Guaranty shall be binding upon and enforceable against the Guarantor and every assignee, legal representative, and successor in interest of the Guarantor (including any successor by merger or consolidation or any transferee of all or substantially all of the assets of the Guarantor), whether or not those obligations are expressly assumed by the successor, assignee, or transferee and is for the benefit of the County and each permitted successor and assignee under the Agreement. The Guarantor has executed this Guaranty in favor of the County solely and exclusively for the benefit of the County.

12. Entire Agreement. This Guaranty records the entire understanding of the parties regarding the subjects addressed in it and supersedes any prior or contemporaneous agreement, understanding, or representation, oral or written, by them.

13. Notices. Every notice, consent, demand, and approval required or permitted by this Guaranty will be valid only if it is (a) in writing (whether or not the applicable provision of this Guaranty states that it must be in writing), (b) delivered personally or by telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and (c) addressed by the sender to the intended recipient as follows:

(i) If to the County:

County Manager
Lake County
P.O. Box 7800
315 West Main Street
Tavares, FL 32778-7800
Telephone: 352/343-9787
Facsimile: 352/343-9646

with a copy to:

County Attorney
Lake County
P.O. Box 7800
315 West Main Street, Suite 335
Tavares, FL 32778-7800
Telephone: 352/343-9787
Facsimile: 352/343-9646

(ii) If to the Guarantor:

or to such other address as the intended recipient may designate by notice given to the other party to this Guaranty in the manner provided in this section. A validly given notice, consent, demand, or approval will be effective on the earlier of its receipt, if delivered personally or by telecopy or commercial courier, or the fifth calendar day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid, United States mail.

14. Miscellaneous. This Guaranty may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. For purposes of this Guaranty, unless otherwise defined in this Guaranty, all capitalized words and terms used in this Guaranty will have the meanings ascribed to those terms in the Agreement. Additionally, (a) the word “or” is not exclusive, (b) the word “including” is always without limitation, (c) neuter words should be construed to include correlative feminine and masculine words, (d) words in the singular number include words in the plural number and vice versa, (e) the word “order” includes an order, decree, ruling, judgment, or injunction by a court or governmental authority, (f) the term “governmental authority” includes a government, a public body or authority, and any governmental body, unit, agency, authority, department, or subdivision, whether domestic or foreign or local, state, regional, or national, (g) the word “law” includes a state or national code, rule, statute, ordinance, or regulation and the common law arising from final, non-appealable decisions of governmental authorities and state or federal courts in the United States of America, (h) the word “person” includes, in addition to a natural person, a group, trust, syndicate, corporation, cooperative, association, partnership, business trust, joint venture, governmental authority, limited liability company, and unincorporated organization, and (i) the word “costs” includes all internal expenses, the fees, costs, and expenses of experts, attorneys, mediators, witnesses, arbitrators, collection agents, and supersedeas bonds, whether incurred before or after demand for payment or performance or commencement of legal proceedings, and whether incurred pursuant to trial, appellate, mediation, arbitration, bankruptcy, administrative, or judgment-execution proceedings. If the Agreement is assigned or transferred by the County (in accordance with its terms), the Guarantor shall execute and deliver to the County all documents (if any) deemed necessary by the County to ensure that this Guaranty remains in full force and effect.

[GUARANTOR]

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Secretary

Accepted by:

LAKE COUNTY

By: _____
David Heath, County Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Sandy Minkoff, County Attorney

EXHIBIT "D"

SERVICE FEES

Service Fee for disposal of Garbage and other types of Class I Waste: \$_____per Ton

EXHIBIT "E"

DISPOSAL FACILITIES

EXHIBIT "F"

LETTER OF CREDIT

Note: The Letter of Credit shall not contain any conditions to its issuance or any conditions to the obligations of the bank issuing the Letter of Credit, except as expressly provided in this form of Letter of Credit.

_____, 2013

Lake County
County Manager
P.O. Box 7800
315 West Main Street, Suite 335
Tavares, FL 32778-7800

Ladies and Gentlemen:

1. We hereby establish, at the request of [NAME OF CONTRACTOR] (the "Contractor"), in your favor and for the account of LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County"), our Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), in an amount equal to _____ HUNDRED THOUSAND DOLLARS (\$____00,000) (the "Letter of Credit Amount"), effective _____, 2013, and expiring on _____, ____ (the "Expiration Date").

2. The Letter of Credit is being issued to secure the performance by the Contractor of its obligations to the County with respect to the acceptance and disposal of certain types of Solid Waste as set forth in the "Agreement for the Disposal of Class I Waste" ("Disposal Agreement") dated as of _____, 2013, between the County and the Contractor.

3. We hereby irrevocably authorize you to draw on us, at sight and in one or more drawings, such amounts as are authorized under the Disposal Agreement; provided however, in no event shall the aggregate amount of such drawing(s) exceed the Letter of Credit Amount. Such draft(s) shall be in writing and signed by your authorized representative and shall be accompanied by a completed certificate in the form attached hereto as Attachment 1 (such draft accompanied by such certificate being collectively your "Draft"). The Draft(s) shall be payable by us at-sight in accordance with paragraph 4 below. Funds under this Letter of Credit are available to you against your Draft(s) (referring thereon to the number of this Letter of Credit) upon the occurrence of a breach by the Contractor under the terms of Disposal Agreement.

4. The Draft(s) shall be dated the date of its presentation, and shall be presented to our office located at [NAME OF BANK and ADDRESS OF BANK]. If we receive your Draft(s) at such office, in conformance with the terms and conditions hereof, on or prior to the Expiration Date, we will honor the same in accordance with the provisions hereof and your payment instructions by 5:00 p.m. on the next succeeding Business Day after presentation of

your Draft(s). For purposes of this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday, or public holiday under the laws of Florida. If requested by you, payment under this Letter of Credit may be made by wire transfer of immediately available Federal Funds to your account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into a designated account that you may establish with us. All drawings under the Letter of Credit will be paid with our own funds.

5. If a demand for payment delivered to us pursuant to the foregoing paragraph does not conform to the terms and conditions of this Letter of Credit, we will notify you of our intention to dishonor the same after presentation of the Draft(s) by 5:00 p.m. on the next succeeding Business Day. Such notice of dishonor shall be promptly confirmed by written notice, specifying the number of this Letter of Credit, the date of the non-conforming Draft(s), and the reasons that we are not honoring the same. Upon being notified that the Draft(s) was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment prior to the Expiration Date.

6. Upon the earlier to occur of (a) payment to you or your account of the Letter of Credit Amount, or (b) the Expiration Date, we shall be fully discharged of our obligation under this Letter of Credit with respect to such Draft, and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such Draft(s) to you or to any other person.

7. This Letter of Credit shall be governed by the International Code of Uniform Customs and Practices for Documentary Credits, Publication No. 500 (1993 Revision), including any amendments, modifications or revisions thereto. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to [BANK], [ADDRESS OF BANK], specifically referring to the number of this Letter of Credit. We shall address communications to you at the address noted on the first page of this Letter of Credit unless otherwise advised by you in writing.

8. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement referred to herein (including, without limitation, the Disposal Agreement), except only the Draft(s) referred to herein; and any such reference shall not (unless otherwise provided herein) be deemed to incorporate herein by reference any such document, instrument, or agreement except for such Draft(s).

Very truly yours,

[NAME OF BANK]

By: _____
Name: _____
Title: _____

Attachment 1 to the Letter of Credit

**CERTIFICATE FOR DRAWING IN CONNECTION WITH
A BREACH OF THE DISPOSAL AGREEMENT**

Irrevocable Payment Letter of Credit No. _____

The undersigned, a duly authorized officer of LAKE COUNTY, FLORIDA, (the "Beneficiary"), HEREBY CERTIFIES to [NAME OF BANK], (the "Bank") with reference to Irrevocable Payment Letter of Credit No. _____ (the "Letter of Credit") (the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Beneficiary, that:

The Beneficiary is making a drawing under the Letter of Credit in the amount of \$_____ with respect to the payment of amounts due and owing to the Beneficiary under the provisions of the Disposal Agreement dated as of _____, 2013, which payment is due in accordance with the terms of the Letter of Credit by 5:00 p.m. on the next succeeding Business Day after presentation of this Certificate and Draft.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as of the _____ day of _____, _____.

LAKE COUNTY, FLORIDA

By: _____
Name: _____
Title: _____